

I found the village to be about eighteen miles from Kishnaghur, and on arrival I at once took up the investigation which the Sub-Inspector had commenced and elicited the following facts :—

Some twenty-five boona coolies had been sent out by a Mr. Tripp to dig up some land near this village to sow Indigo. Upon their commencing work the villagers of Koomree assembled with latties (reputed number 125) in the village and came out towards them abusing them. They at once ran away followed by the crowd, who succeeded in catching four, "Mughun," "Mohun," "Shookhoo Ram," and "Modhun"—all boona coolies. Having beaten them severely with latties (of which they bear visible proof) they dragged them off, but owing to the interference of Shuroop chowkeydar and the women of the village they were released. It is at this point that "Modhun" disappears, he had been seen to receive three severe blows with latties, and nothing further is known of him. I have, in my own mind, no doubt that he met his death and that his body has been concealed, probably sunk in the water. The three others on being released ran to the factory and gave information of the affray, which was at once forwarded to the Police Station.

Leaving them the mob returned towards the village to the house of one Anund Bishesh, (where the Factory Dewan, Denonath Mookerjea, was sitting with Rammohun Banerjea the deceased, Luckhen Classie, Kuleem Sheik, and Arizoollah). On the way they were abusing the Dewan and saying they would knock his brains out could they find him.

They advanced to the house of Anund Bishesh, armed with latties and much excited. Seeing the men they sought sitting there they at once set upon them. The special object of vengeance appearing to be the Dewan, who was seized by the hand and struck over the head with latties. The deceased came forward and interfered but was at once struck down by Modhoo Ghose, Giridhur Ghose, Kullooram (chowkeydar), and Girish Ghose. Kuleem and Arizoollah ran away inside and locked the door but were dragged out and severely beaten. Owing to the interference of the deceased the Dewan was enabled to escape and managed to hide himself until the mob dispersed, when he ran away, got his horse, and rode off to Hanskhally to lodge information. The body of the deceased was then taken by Modhoo Ghose and Girish Ghose and thrown into the house of one Shubdun Sheikh. The evidence elicited established the fact that "Modhoo Ghose," "Giridhur Ghose," Kullooram chowkeydar, and "Girish Ghose," dealt the deceased the blows which resulted in his death, and that the remaining nineteen men aided and abetted. There were many more, but I only arrested such as were clearly recognized by several witnesses. They were all, at the close of the investigation, (with the exception of Girish Ghose, whom I could not find,) sent in to the Magistrate for trial.

The corpse of Rammohun Banerjea was sent in for post mortem examination, and the report of the Civil Surgeon is to the effect that the spleen was ruptured by a blow "most probably with a stick," and that there is also a blow across the left hand. I closed the investigation at sunset and returned to Kishnaghur, leaving the Inspector to search for the body of, or for intelligence of the fate of, Modhun.

I consider this a most important case as indicative of the feeling still existing in the District regarding the sowing of Indigo.

W. B. BIRCH, Lieutenant,
District Supdt. of Police, Nuddea.

From J. GEOGHEGAN, Esq., Under-Secretary to the Government of Bengal, to the Magistrate of Nuddea,—(No. 1426, dated the 3rd March 1864.)

I AM directed to acknowledge the receipt of your letter No. 70, dated the 1st instant, reporting on the proceedings taken by the District Superintendent in the matter of the affray which has taken place near the Bagadangah Factory, and in reply to inform you that in a case of this importance the Lieutenant-Governor thinks it desirable that you should yourself proceed immediately to the spot and make a full enquiry into all the circumstances attending the outrage.

2. For the arrest of, and the collection of evidence against, the persons concerned in the crime the prompt and active measures adopted by the Police under the personal direction of the District Superintendent are, the Lieutenant-Governor has no reason to doubt from the report submitted with your demi-official communication, likely to be sufficient; but His Honor would wish to be thoroughly informed of the antecedent relations and state of feeling between the Managers of the estates of the Bengal Indigo Company in the Nuddea District and the ryots of the villages within those estates, especially those of the particular village which was the scene of this extraordinary violence and continued aggression.

3. The Lieutenant-Governor thinks that full information on this head can only be obtained through a careful and extended personal enquiry to be conducted by yourself, not only in the village where this outbreak occurred, but also in the neighbouring villages within the Bengal Indigo Company's estates.

4. His Honor deems it of the greatest importance that the whole state of the case as between this Company and their ryots should be fully examined and made known, in order to come to a clear decision as to what steps it will be advisable to take to remove the risk of future collisions and disturbance of the District.

5. You should, therefore, lose no time in accomplishing this object and submitting full reports to Government of such information as you may obtain in the course of your enquiry.

From J. GEOGHEGAN, Esq., Under-Secretary to the Government of Bengal, to the Commissioner of the Nuddea Division,—(No. 1427, dated the 3rd March 1864.)

IN continuation of the endorsement No. 1320, dated the 29th ultimo,

From Magistrate of Nuddea, No. 70, dated 1st instant.
From Superintendent of Police, Nuddea, to Magistrate of Nuddea, Special Report of crime, No. 9, dated 27th ultimo.
To Magistrate of Nuddea, No. 1426 of this day's date.

I am directed to forward to you a copy of the correspondence noted on the margin on the subject of the affray which has taken place near the Bagadangah Factory in Nuddea, and to state that the Lieutenant-Governor expects that you will give your careful attention to the progress of the investigation of this particular case, and also to the Magistrate's more general enquiry into the state of feeling between the parties concerned in it.

From E. GREY, Esq., Magistrate of Nuddea, to the Offg. Secretary to the Government of Bengal,—(No. 71, dated the 2nd March 1864.)

I HAVE the honor to acknowledge the receipt of the Under-Secretary's letter No. 1319 of 29th ultimo, with enclosure.

2. My letter No. 70 of yesterday's date will have put the Government in possession of the particulars of the outrage.

3. The trial of the defendants sent in by the police was commenced yesterday in the Joint Magistrate's Court.

4. As the letter under acknowledgment was written before the result of the enquiry by the police was known to the Government, I deem it best to await further orders before proceeding to the scene of the occurrence. As the witnesses of the occurrence and the persons said to be implicated are now here, it seems to me that no object would be gained by my going to the spot. The causes which led to the crime will be doubtless ascertained in the course of the trial, and will be communicated to Government as soon as possible.

5. If, however, the Lieutenant-Governor still desires that I should go to the spot, I shall do so without delay.

6. I have no reason to apprehend any further breach of the peace at present. I will, in concert with the District Superintendent, adopt such precautionary measures as may appear necessary.

From E. GREY, Esq., Magistrate of Nuddea, to the Offg. Secretary to the Government of Bengal,—(No. 73, dated the 4th March 1864.)

I HAVE the honor to acknowledge receipt of your letter (from the Under-Secretary) No. 1426 of 3rd instant, and to state that I shall lose no time in proceeding to the neighbourhood of the Bagadangah Factory for the purpose of conducting the enquiry ordered by Government.

2. I should be glad, however, to have, if possible, some more definite instructions than those contained in the letter abovementioned as to the form which my proceedings should take.

3. Unless I am mistaken the intention of Government is that the enquiry "into the antecedent relations and state of feeling between the Manager of the estates and the ryots" should be separate and distinct from the enquiry into the criminality of the particular persons implicated in the recent outrage. Unless such distinction be observed the enquiry in this particular case is certain to be prolonged to an injurious extent and a large amount of evidence to be introduced foreign to the point at issue.

4. My enquiry must be either judicial or extra-judicial. If, as I assume, the enquiry is to be distinct from the investigation just mentioned, and at the same time to be of a judicial nature, the only course which appears to be open to me is to announce the object of my arrival at the spot and to invite complaints from both parties on which to found my further investigations. This course would, I believe, lead to a considerable amount of agitation among the ryots, and would probably tend to create an impression that some exceptional action in their behalf is about to be adopted by Government. It would also bring forth a number of complaints far greater than I could dispose of unless my stay on the spot is to be very much longer than I can well afford. I think that this course should not be adopted without full consideration of the results to which it may lead.

5. If my enquiry is to be extra-judicial I should wish to be informed whether the evidence (which must, I presume, be taken without oath or affirmation) is to be formally recorded, or whether I should merely report the general result of my enquiries. I may mention that I am already in a position to report in a *general* way on the subject of the relations between the Bengal Indigo Company and the ryots. The causes of the present state of feeling are known generally to all Officials connected with the District. I think it doubtful whether any further evidence on this point than that elicited by the late "Indigo Commission" would be obtained.

6. In whatever way the enquiry be conducted it will, I doubt not, be watched with interest by both parties concerned, and this conviction will, I trust, be a sufficient excuse for my request to have some more precise instructions than those given in your letter.

7. I should be glad to know also whether, in the event of the enquiry now ordered being distinct from that into the actual guilt (with a view to the commitment) of the persons arrested by the police in the recent case, I should take that case out of the hands of the Joint Magistrate. The facts being undisputed the enquiry now involves the simple question of the identity of the men arrested, and the examination of witnesses on this point would necessarily occupy much of my time which I should wish to devote to the more general enquiry as to the state of feeling, regarding which the Government desires to have information, and to my other duties.

8. My tent will be sent out to-day and I shall follow on the 6th instant, and I should feel obliged, therefore, by a reply by return of post.

From F. R. COCKERELL, Esq., Officiating Secretary to the Government of Bengal, to the Magistrate of Nuddea,—(No. 1492, dated the 7th March 1864.)

I AM directed to acknowledge the receipt of your letter No. 73, dated the 4th instant, reporting that you will lose no time in proceeding to the neighbourhood of the Bagadangah Factory to institute the enquiry ordered by the Government letter No. 1426 of the 3rd idem in connection with the affray with murder which lately took place there, and soliciting definite instructions on the subject.

2. In reply I am desired to inform you that the enquiry ordered by the Lieutenant-Governor is not, of course, intended to be of a judicial character for the mere purpose of obtaining evidence to be used in the prosecution of the case under trial, but that it is to be of such a nature only as would enable you to put the Government in possession of accurate information as to the state of feeling and the antecedent relations between the parties concerned which led to so violent an outbreak, and especially directed the animosity of the ryots of Koomree against the Bengal Indigo Company's factory servants.

From H. L. DAMPIER, Esq., Commissioner of the Nuddea Division, to the Officiating Secretary to the Government of Bengal,—(No. 23Ct., dated the 7th March 1864.)

WITH reference to your No. 8510, dated 21st December, I have the honor to submit, for the information of His Honor the Lieutenant-Governor, copy of my instructions issued to the Magistrate of Nuddea on receipt of his first report of the result of the police proceedings on

the case of the outrage at Koomrèe and murder of one of the servants of the Bagadangah Factory.

2. The Magistrate is reporting the progress of the case directly to Government, so that I need not repeat the narrative.

3. It will be seen from the enclosed memorandum that the Magistrate's present report gives no information whatever as to the immediate cause of the attack, the importance of ascertaining which I have urged on him. Return of the memorandum is requested when no longer required.

P. S.—Since my instructions were written I have received your letter No. 1427, dated 3rd instant, with the orders which were issued to the Magistrate direct on receipt of the first Police report.

Memorandum from H. L. DAMPIER, Esq., Commissioner of the Nuddea Division, to the Magistrate of Nuddea,—(No. 28Ct., dated the 7th March 1864.)

WITH reference to his memorandum No. 85, dated 29th February, forwarding the first report of the District Superintendent of Police in the case of riot and homicide of Rammohun Banerjee, the Commissioner requests that copies of the statements which were made by the Dewan, and those who preceded him at the Thannah, may be sent to him.

2. The present report contains no information whatever as to the circumstances which preceded the riot. It is difficult to imagine any circumstances which would palliate an attack on the Dewan and others, such as that which is stated to have been committed while they were sitting in the house of Anund Biswas: nevertheless, it is of the utmost importance to know whether there existed any dispute as to the land which the factory coolies were sent out to dig up, and which I observe that Mr. Tripp, in his letter to the Landholders' Association, states to be neizabad of the factory. It appears that the Dewan of the factory himself accompanied the boona coolies to their work; the reason for this should be ascertained.

3. The Magistrate has received orders direct from Government to go out to the spot, and has, I hope, succeeded in finding the missing cooly Modhun; if not a reward of Rupees 200 may be offered for information which may lead to his being found dead or alive.

4. The Magistrate is requested to supply the information called for above with as little delay as possible, and to let me know the nature of the story told by the accused; the names of all the persons who have been arrested and sent on for trial should be given.

5. The Magistrate will not fail to see the importance of ascertaining beyond a doubt whether the attack was the consequence of any special recent dispute between the factory and any of the inhabitants of the village, or whether it was made purely out of a general feeling against the factory without any special exciting cause.

P. S.—Since the above was written I received from Government copy of yours, No. 70, dated

1st March, to the address of Government, and of the reply of Government, No. 1426, dated 3rd March 1864. The Magistrate is requested to send diary of his enquiries daily to me at Jessore, and to furnish me with copies of all communications which he may address to Government.

Telegram from Magistrate of Nuddea, to the Officiating Secretary to the Government of Bengal,—(dated the 8th March 1864.)

THE Police have obtained a clue to the cooly who was missing.

From E. GREY Esq., Magistrate of Nuddea, to the Offg. Secretary to the Government of Bengal,—(No. 85, dated the 9th March 1864.)

WITH reference to your letter (from Under-Secretary) No. 1492 of 7th instant, I have the honor to report that I arrived here yesterday.

2. Immediately on my arrival I sent for the Inspector of Police who is engaged in tracing the cooly who is said to have disappeared since the occurrence of the outrage on the 25th ultimo, and learnt that he had obtained information which would probably lead to the discovery of the missing man. The Inspector is following up the clue, and the result will be reported in due course.

3. With regard to the enquiry as to the "state of feeling and antecedent relations between the parties concerned," I beg to report that I have to-day had an interview with Mr. Tripp, the Manager of the Bengal Indigo Company, and I have forwarded to him a list of questions on the subject, to which I believe he will have no objection to answer. In order to ascertain the state of feeling on the part of the ryots, without giving them cause to expect any special and immediate intervention of Government, I have already visited the villages adjacent to the scene of the late outrage, and I shall, after further enquiries, report the result in due course.

From E. GREY, Esq., Magistrate of Nuddea, to the Officiating Secretary to the Government of Bengal,—(No. 87, dated the 18th March 1864.)

WITH reference to your letter (from Under-Secretary) No. 1426 of 3rd instant, I have the honor to report that I proceeded on the 7th instant to the neighbourhood of the scene of the late outrages on the servants of the Bagadangah Factory.

2. My first enquiries were directed to obtaining some certain information and regarding the cooly "Modhun," who was said to have been seized by the villagers at the time of the affray and to have been missing since that time.

3. From information furnished to me by the Detective Inspector I have little doubt that the missing man is still alive.*

* He has since been found. I have adopted measures with a view to obtaining further traces of the man's whereabouts, the result of which will be duly communicated to Government.

4. My subsequent enquiries were directed to ascertaining the causes of the late out-burst of the feeling on the part of the villagers and the grounds of the special animosity shown towards the factory servants.

5. In reporting upon this subject I must review, to a certain extent, recent proceedings on the part of the Bengal Indigo Company in respect to the cultivation of Indigo.

6. Since the discontent of the ryots which led to the appointment of the Indigo Commission up to the present year the Bengal Indigo Company paid for Indigo delivered under advances at the rate of four bundles for the Rupee. Within the last few months the rate has been changed to six bundles for the Rupee (which is the old established rate) in the Mulnath Concern, within which the villages implicated in the late outrage are situated. The rate paid in the adjoining Concern of Khalbolea is, I am informed, four bundles for the Rupee, and the rate adopted in Mr. Hills' engagements is two bundles for the Rupee.

7. I will here quote the opinion recorded by the late Indigo Commission on this subject, and the remarks recorded in the Minute drawn up by the late Lieutenant-Governor of Bengal. The Members of the Indigo Commission say, (paragraph 63)—“We can have no doubt that the question of direct profit to the ryots as a body is no longer matter for serious discussion.” The late Lieutenant-Governor in his Minute says,—“Appendix No. 1 shows that the most common price given for Indigo is 1 Rupee for six bundles,” and concludes his Minute by recording his opinion that “Rupees 7 is the absolute loss per beegah on average land from cultivating Indigo at the price now paid for it.”

8. Under these circumstances it is obvious that Indigo cannot be grown at the rate above quoted, except under the influence of strong compulsion placed upon the ryots. The means of this compulsion are found in Section 13 of Act X. of 1859, and it is now the established practice in the Mulnath Indigo Concern, as well as in other Concerns, to offer to the ryot the option of executing an agreement for the cultivation of Indigo, or of receiving a notice, under Section 13 of Act X. of 1859, to pay enhanced rent for the lands held by him.

9. It is difficult to say which of these two alternatives is most obnoxious to the ryots. It is not difficult to perceive how obnoxious to the ryots must be the factory servants who are continually employed in pressing upon their consideration the choice offered to them by the Bengal Indigo Company.

10. Admitting that the factory servants never go beyond the length of verbal exhortation on the subject, it is plain that ample grounds exist for the dislike of the ryots towards Indigo cultivation and the factory people engaged in promoting it.

11. But there is reason to suppose that the energy of the Company's servants is not confined to the use of words, but that force is occasionally employed to induce unwilling ryots to enter into engagements with the factory.

12. The preceding remarks will, I trust, be sufficient to show that the ryots have grounds for a general dislike to the cultivation of Indigo on the terms offered and to the agents employed on the part of the Bengal Indigo Company.

To account clearly for the outrage on the part of the villagers of Ramnuggur and Koomree on the 25th ultimo it is necessary to enter into certain details, which I will notice as briefly as possible.

13. The annexed hand Sketch will show the chief features of the country where the outrage occurred.

14. The following facts connected with the case may be accepted as fully established, viz. :—

1st.—That on the day mentioned the factory Dewan, with a party of coolies and certain factory servants, proceeded to the western bank of the river, and that the coolies commenced to hoe the lands adjacent to the river.

2nd.—That the Dewan, accompanied by the Ameen (deceased) and at least three other factory servants, went shortly afterwards into the Village of Koomree.

3rd.—That the party of coolies were attacked by a number of villagers and were beaten with lathies.

4th.—That the Dewan and other factory servants who were with him were afterwards attacked and beaten, and a blow inflicted on the Ameen, Rammohun Banerjee, which, owing to the diseased state of his spleen, caused his death then and there.

5th.—That the ryots of Ramnuggur had, and still have, the greatest objection to the cultivation of Indigo on the lands belonging to their village.

6th.—That an impression (whether justified by facts or not cannot be positively asserted) existed that coercive measures of some kind were about to be adopted on the part of the factory to induce the Ramnuggur people to agree to the terms offered for the cultivation of Indigo.

7th.—That in the cultivation of the “chur” lands the factory people's proceedings were quite sufficient to excite the hostility of the ryots and to afford them a pretext for complaint against the factory.

8th.—That in addition to the two exciting causes just mentioned there exists on the part of the ryots generally a dislike to the factory and all those employed by the factory, which renders the former specially liable to irritation on the slightest provocation.

15. In describing the events which took place on the day of the outrage, I should state that the land claimed by the factory as neizabad, and which the coolies were ordered to dig, consists of a long narrow strip lying along the edge of the river, which in the rains is covered by water, and in the dry season becomes fit for cultivation. It is admitted by the Dewan that he himself went to this spot accompanied by at least two factory “Peedas,” in addition to the Ameen, Khalashee, and coolies, who were about twenty or twenty-five in number. Why he

† He himself says that he went to see the coolies work and to arrange with certain ryots who had agreed to sow Indigo.

should have himself gone to the spot is not very clear,† and the fact of his doing so affords some justification for the suspicion of the ryots that something more than the simple cultivation of the neizabad lands was intended. From enquiries I have made I am satisfied that other “Peedas” (or latials as the villagers say) went to the same spot on that day. The villagers, excited by the causes already mentioned, proceeded to drive away the whole party from the land. The coolies and others, seeing the villagers running towards them and

shouting, at first supposed that they were in pursuit of a hare and did not therefore take to flight at once across the river, as they would otherwise have done, and a collision ensued, in which some of the coolies received blows and three of their number were seized and carried off by the villagers, who apparently intended to take them to the Police Station on a charge of digging the village lands. The way to the Police Station would lie through the Village of Koomree and past the house where the Dewan and others were sitting. At this point a further collision between the villagers and factory people occurred, resulting in the death of the Ameen. Whether the villagers went to this house in pursuit of the Dewan, or whether they merely went that way as being the direct way to the Police Station, cannot be ascertained for certain.

16. It is stated by the factory people that Indigo has always been grown on the land where the coolies were at work. On examining the ground I certainly found Indigo stalks on some lands close to the dug up "chur" land at one point, but none whatever on the ground situated a little farther south. The ryots of Ramnuggur assert that the land on which the Indigo stalks are is either land belonging to Koomree Village or to the deceased Rammohun Banerjea, who, though an Ameen of the factory, was a resident of Ramnuggur; and they state that for three years no Indigo has been grown on their village lands, except by the deceased Ameen and his brother Bisto Banerjea, and on the land of these men within the last year only.

17. Close to the land dug up by the factory coolies are lands under cultivation by the ryots, and from the appearance and position of these lands, coupled with the uncertainty which seems to prevail as to the exact limits of the factory land, I can come to no other conclusion than that the coolies had, to a certain extent, encroached on the ryot's property. The only measurement papers which the factory people could show I compared with the lands, but they are papers of last year's measurement and afford no certain grounds for decision as to the respective rights of the two parties.

18. It is true that the defendants arrested and now committed for trial deny that there was any quarrel about land; but this assertion evidently proceeds from a wish to escape from all connection with the dispute (now that the results have been so serious), and is directly opposed to the statements of the villagers of Ramnuggur made to me on the spot.

19. The above remarks will, I trust, explain the immediate causes which led to the collision. In making my enquiries I have labored under great difficulty from the unwillingness of the villagers to admit any knowledge of the circumstances of the case. This unwillingness, which is shown to a certain extent on all occasions, has been greater than usual on this occasion. Owing to my enquiries being conducted immediately after the occurrence the ryots were apprehensive that any knowledge which they might show of the facts of the case would lead to their being implicated in the charge of homicide.

20. Another difficulty has been that the villagers of Ramnuggur and Koomree, who of course may be expected to know most of the circumstances of the case, are the very persons whose statements must be received with the

greatest caution, as they are the friends and relations of the defendants charged with the homicide of the Ameen.

21. Besides having spent two days in the prosecution of the enquiry on the spot, I have twice since re-visited the two villages abovementioned and the villages adjacent to them. The result of my subsequent enquiries entirely satisfied me of the correctness of the conclusion at which I have arrived regarding the causes of the collision which occurred.

22. I may mention three facts which I have omitted to mention above, and which go to confirm my belief that the collision was owing to more than one cause, *viz.*, a dispute about the land, a general objection to the cultivation of Indigo in the village, and to the factory servants, and also an apprehension of coercive measures being about to be adopted by the factory. These facts are—*First*, that the factory coolies all agree in stating that the villagers, when they ran up, said "whose land is this which you are digging?" *Secondly*, that several complaints of illegal acts on the part of factory servants, alleged to have been committed with a view to force the cultivation of Indigo, had been made by the ryots of a village not far from Ramnuggur shortly before the occurrence on the 25th ultimo, and their complaints, whether true or false, (they are not yet judicially disposed of,) would naturally tend to make the neighbouring villagers apprehensive of violence. *Thirdly*, that some villagers entirely unconnected with the dispute state that several factory "lattials" were seen running home with the coolies.

23. Moreover, the Manager of the Concern himself informed me that it was a great object to persuade the ryots of these two villages (Ramnuggur and Koomree) to enter into engagements to sow Indigo, and it can be easily imagined that the factory underlings would not be slow in their efforts to secure the attainment of this object.

24. Having described what I believe to have been the immediate causes of the late outbreak, I proceed to report upon the antecedent relations and state of feeling between the Bengal Indigo Company and the ryots of the villages within the Company's estates.

25. There can be no doubt whatever that in the Mulnath Concern, at least where the old rates have been introduced, the relations between the two parties are most unsatisfactory. The simple fact that three-fourths of the ryots have bound themselves by agreements to cultivate Indigo for ten years at a rate which has been decided to be unremunerative, shows that the feeling cannot be any other than one of discontent. Even on the most advantageous terms Indigo cultivation is highly unpopular. What must it be on terms which have already been condemned by all classes, as oppressive?

26. Theoretically the ryots are free agents, and it may be said that, if they prefer to execute contracts for Indigo at a certain rate to the payment of enhanced rent at a "fair and equitable rate," the advantages which they secure to themselves under the former of the two alternatives must outweigh those to be received under the latter. But various considerations of present moment combine to induce them to adopt the former alternative. In the first place, the agreement for Indigo is limited to a definite period,

whereas the rent, if raised now, would be raised for ever in the opinion of the ryots. *Secondly*, the agreement to sow secures them an immediate cash advance and relieves them of the worry and expense of defending themselves in a suit for enhanced rent. *Thirdly*, the servants of the factory are deeply interested in keeping up Indigo cultivation, and the whole weight of their influence, which they know only too well how to exercise, is thrown on the side of Indigo contracts in preference to enhanced rent.

27. These motives are to my mind quite sufficient to explain why the ryots agree to sow Indigo, but they do not in any degree prove that in so doing the ryots acquiesce in the fairness of the arrangement.

28. Whether the Bengal Indigo Company, in deliberately binding down thousands of ryots to execute agreements which are admittedly one-sided, is acting up to its moral obligations, is a question which it is perhaps useless to discuss. It may be that a Commercial Association is not bound to consider moral obligations at all. I may, however, here mention one instance of the system followed by the Company which was told to me with every appearance of truth, and which, if true, shows that little consideration for the ryot's interests is shown. The ryots of one village in the Mulnath Concern stated that, notwithstanding the fact that they had executed agreements to grow Indigo for three years at the rate of four bundles per Rupee, and that one year of this term was still unexpired, they had been summoned to the factory and induced, under fear of having to pay enhanced rent, to execute fresh agreements, for a term of ten years, at the rate of six bundles per Rupee. They also stated that to the best of their belief the same practice had been followed in other villages.

29. One cause of discontent is the indiscriminate issue of notices under Section 13 of Act X. of 1859. So far as my experience goes no attempt is made to draw any distinction between those tenants who are legally liable to pay enhanced rent and those who are not so liable. A ryot who firmly believes himself to be not liable to enhanced rent finds himself placed between the alternatives of growing Indigo or defending himself as best he may in the Revenue Court, and he naturally feels that he is not fairly treated. It may not be possible always for the landlord to ascertain beforehand which ryots are, and which are not, liable to enhancement, but this point may

generally be ascertained; and it is a point worthy of consideration whether failure to take reasonable steps to do so should not render the landlord liable to damages. I doubt whether he would be so liable under Section 3 of Act VI. of 1862.

30. Another subject for consideration is the expediency of altering the date fixed in Section 13, so as to allow the ryot to file a notice of relinquishment, if he wish to do so, in preference to accepting the conditions offered.

31. My enquiries have been conducted almost entirely within the Mufnath and Katgarra Concerns. I believe that the feeling of discontent (arising chiefly from the dislike to Indigo cultivation in itself) exists in the other Concerns, though, owing to the more favorable nature of the terms allowed in those Concerns, the feeling is possibly not so strong as in Mulnath.

32. I may mention that the cause of the difference between the terms offered in the two Concerns is said to be the inferior quality of the plant produced in the villages under the Mulnath Concern. This, though it may be a good argument for not paying so high a price as elsewhere, does not make the hardship to the cultivator any the less, as it is not alleged that the expenses of production are less in one Concern than the other. I do not know in what way this statement as to the inferiority of the plant is reconciled with the fact that the country about Katgarra is noted for the excellence of its Indigo seed which is exported to other parts of the District.

33. Complaints of petty acts of oppression and violence on the part of the Factory servants are common throughout the Concern. Without a judicial investigation in each case it is impossible to say how far these complaints are true. That some are false is most probable, but I cannot think it probable that all are so. I have called for the records of all such cases decided in the Sub-Divisional Officer's Court at Bongong.

34. In prosecuting my enquiries I have necessarily been restrained to a great extent by the consideration that, without great caution, agitation and excitement among the villagers might be the result of my tour. I have on all occasions pointed out to the villagers that the Courts are open to all, and that in them lies their hope of redress if wrong is done. They have on every occasion readily assented to the truth of this, and I have no reason to apprehend any serious breaches of the peace.

Memorandum from E. GREY, Esq., Magistrate of Nuddea, — (No. 89, dated the 18th March 1864.)

FORWARDED to the Secretary to the Government of Bengal in continuation of this Office No. 85 of 9th instant.

No. 6.

BENGAL POLICE.

SPECIAL REPORT OF CRIME.

No. 9, (Second Report,) Nuddea District.

Dated the 15th of March 1864.

Description of Offence and Names of Parties concerned.	NUMBER OF PERSONS		Amount of Property plundered.	Amount of Property recovered.	Statement of the nature of crime, the conduct of Police, and measures taken to arrest and bring offender to punishment.
	Supposed to have been concerned.	Arrested.			
Murder of Rammohun Banerjee. by Modhoo Ghose. Gridhur Ghose. Kulloram Chowkeedar. Girish Ghose. Abetment of murder. Unlawful assembly and riot.	Inhabitants of Village of Koomree.	15	None.	None.	Since my last report the missing cooly, Modhun, has been found, and the evidence against the whole of the fifteen being found sufficient, they have this day been committed to the Sessions for trial.

(Sd.) W. B. BIRCH, Lieutenant,
District Superintendent of Police.

From H. L. DARTIER, Esq., Commissioner of the Nuddea Division, to the Officiating Secretary to the Government of Bengal,—(No. 33, dated the 22nd March 1864.)

IN connection with the enquiry which the Magistrate of Nuddea has been directed to make as to the relations between the Bengal Indigo Concern and the villages in the neighbourhood of its factories, I have the honor to submit, for the information of His Honor the Lieutenant-Governor, extract from a Memorandum drawn up by myself at Bongong* which throws some light on the matter.

Extract from the Commissioner's Memorandum on the Bongong Sub-Division.

I visited this Sub-Division on the 16th of March and inspected the Offices.

2. The Deputy Magistrate of Bongong was hearing cases connected with disputes between the Bengal Indigo Concern's servants and the ryots. I impressed upon the Deputy Magistrate the necessity of promptly bringing all such cases to the notice of the Magistrate. Mr. Dennis, one of the Assistant Managers of the Concern, happened to be in attendance, as were a number of the ryots. I took the opportunity of making enquiries as to the causes of the dissatisfaction which prevails among the ryots who are connected with that Concern. They are patent enough.

3. Before the Indigo disturbances the Mulnath Concern used to pay for Indigo at the rate of a Rupee for six bundles, and the beegahs for the cultivation of which the ryots entered into contracts were measured by a russee of fifty-five gujs, each guj consisting of a certain number of "buruls" or lengths of a finger's joint, (thirty-six I think). After the disturbances Mr. Larmour raised the rate of payment, taking only four bundles for the Rupee instead of six, and he reduced the measurement of the beegahs, the guj being now made to consist of thirty-two "buruls" or finger joints only.

4. Last year Mr. Tripp, the present Manager, took contracts from the ryots on these terms, all details being specified on the face of the contracts. This year he has lowered the rate of payment again to a Rupee for six bundles, and he has increased the measurement of the beegah to what it was before. Mr. Larmour made the alterations in favor of the cultivators. The ryots said that the land was now measured by a russee of 110 hauths instead of one of eighty hauths.

5. On enquiring whether the cultivators who last year entered into Indigo contracts for a term of years were to be paid during the period of these contracts at the higher rate for which the contracts were made, I was told by Mr. Dennis, as well as by the ryots, that those contracts were recalled by the Concern and exchanged for fresh agreements at the rates and measurements which it has resolved to adopt in its transactions this year. On enquiry how the ryots who held contracts entitling them to payment at a Rupee for four bundles for some years to come could be induced to give up this right, and to exchange the contracts for agreements to supply their produce at a much lower price, Mr. Dennis informed me that the exchange was quite voluntary on the part of the ryots, and that they agreed to it because the alternative was offered to them of either entering into these fresh contracts or having their lands measured and their rents enhanced. On my pointing out that this alternative could not be

offered to cultivators who were not tenants of the factory, and who paid their rents to other landlords, Mr. Dennis stated that most of those who held contracts had old balances standing against them on the factory books, and the alternative offered to them was either to enter into contracts on the terms now required or be pressed for immediate payment of the balances due from them.

6. I learnt from the Deputy Collector that the Bengal Indigo Concern had instituted a number of suits for enhancement of rent, but the most of them were withdrawn or compromised before coming to trial.

7. A number of the ryots whom I saw came from the neighbourhood of one of the factories which was re-opened last year. They were not tenants of the factory, but they told me that many of them had entered into contracts last year to sow a certain number of beegahs for three years, and to deliver their produce at the rate of 1 Rupee for four bundles; that the size of the beegah, and the price which was to be paid for the plant, was fixed by the factory itself; and that their object in entering into contracts was to secure the good-will of the factory and to live on good terms with it. They complained bitterly that after they had entered into contracts with the factory on its own terms for three years, on the understanding that this would secure them the good-will of the Managers for that time at least, they should now be called upon to throw up the remaining two years of their contracts and enter into fresh agreements for ten years, binding them to sow more land in Indigo, and to deliver their produce for a very much lower price; the penalty threatened for non-compliance being that the factory would lose no opportunity of harassing them. These ryots did not mention that the alternative was offered to them of exchanging the contracts or of immediately paying up debts which were due. One or two whom I questioned specially did not admit owing any debt.

8. The Magistrate is now submitting a report on the relations between this factory and the neighbouring villages which will be laid before the Government of Bengal.

From F. R. COCKERELL, Esq., Officiating Secretary to the Government of Bengal, to the Commissioner of the Nuddea Division,—(No. 2188, dated the 4th April 1864.)

I AM directed to forward, for your information, copy of a report submitted by the Magistrate of Nuddea in regard to the recent violent assault made by the ryots of the villages of Ramnugger and Koomree upon the servants and coolies attached to the Bagadanga Factory belonging to the Bengal Indigo Company, and to communicate the following observations thereon.

2. It would appear from this report, and from the memorandum enclosed in your letter, No. 83, dated the 22nd ultimo, that the hostile feeling of the villagers against the factory and the factory servants which led to this attack, in which one of the factory servants was killed, is owing chiefly to the proceedings of the Company, who, throughout the Mulnath Concern, of which the Bagadanga Factory is a part, have, within the last few months, reduced the price paid to the ryots for Indigo by raising the rate at which the plant is delivered from four bundles the Rupee, which has been paid ever since 1860, to six bundles. It would seem also that the contracts made with the ryots at the more favorable rate

have been cancelled, and that they have been obliged to enter into new contracts at the less favorable rate, and at the same time, by some alteration in the measurement, to cultivate more land in Indigo than they were required to cultivate before. It has been conclusively shown on a former occasion, and may therefore now be assumed, that the rate of six bundles the Rupee is an unremunerative rate. It is 33 per cent. more unfavorable for the ryots than the rate which lately prevailed in this factory, and which still prevails in the neighbouring factory of Khalbolea, and 66 per cent. more unfavorable than that which has been adopted in Mr. Hills' Concern.

3. The cultivation of Indigo at this unprofitable rate is forced upon the ryots by the indiscriminate issue of notices of enhancement of rent. The ryots, in many cases, rather than stand a contest in the Courts, or agree to pay enhanced rents which probably will never be reduced, submit to cultivate Indigo at a loss. But the cultivation is hateful to them, and is carried on under a sense of injustice and wrong which has a direct and obvious tendency to excite their ill-will against the factory and the factory servants; and so long as this state of feeling, or the ground for it, continues, there must always be a risk of its exploding, upon slight provocation, in actual outrage.

4. It is not necessary to suppose that force is used to compel the ryots to cultivate Indigo against their will, nor does there appear to be any ground for the Magistrate's conjecture that force has been used. The threat of enhancement is a sufficient engine of compulsion. The ryot, rather than accept a burden which, he feels sure, will be permanent, but which he does not feel sure will afford him security against further demands, submits to one which is temporary in its nature, which he thinks he may, by some means or other, be able to shake off, and which is for the moment lightened by an advance in cash, or by freedom from pressure on account of old debts. But the apparent injustice of having to cultivate and deliver Indigo for less than its market value, or less than it costs to produce it, is ever present to his mind, engendering hatred to the cultivation of Indigo and to all concerned in promoting it.

5. The reflection that naturally arises from this state of things is that it surely cannot be for the real and permanent advantage of any Indigo Planter, or any Indigo Planting Company, to persevere in measures which have a direct tendency to produce such a feeling among the ryots. Apart from all moral obligations it cannot, in the long run, be commercially profitable to compel men to engage in a losing business by threatening them with the enforcement of what may be a legal demand of a totally different kind.

6. In the present case it would appear that the attack, whatever the immediate occasion of it may have been, arose out of a determination of the villagers of Ramnugger and Koomree not to allow Indigo to be sown on any lands of those villages where it had not been sown before. Owing to the difficulty of obtaining evidence it is uncertain whether the coolies employed by the Company kept themselves to the undisputed nizabad lands of the factory, or whether they were encroaching on the lands of some ryot who

was unwilling to cultivate Indigo. Indeed, it may be said that there is nothing to warrant the conclusion that any encroachment took place. But the result shows conspicuously that the cultivation of Indigo, at any rate on the terms allowed by the factory, is extremely distasteful to the ryots, and that the compulsory measures used to force them to engage in it supply a motive for hostility and violence which ought not to exist.

7. There can, of course, be no justification of the attack upon the coolies, still less upon the Dewan, and the action of the Law as against those who were concerned in it has been prompt and so far satisfactory. The attack happened on the 25th February. The Police were on the spot early on the following day, and after investigation all those chiefly concerned in the affair were arrested and sent in to the Magistrate on the 27th. On the 15th March they were committed to take their trial before the Sessions Court. Mr. Birch, the District Superintendent of Police, showed much activity and intelligence on the occasion.

8. You are requested to submit, through the Board of Revenue, your opinion in regard to the measures suggested by Mr. Grey in paragraphs 29 and 30 for restricting the indiscriminate issue of notices and enabling ryots to relinquish their holdings. These measures, however, though apparently good and fair as far as they go, can avail little to abate the hostile feeling entertained by the ryots so long as it is the practice of the factories to compel them, by any extraneous means, to enter into losing contracts for Indigo. A more effectual remedy would perhaps be to determine once for all what is a fair and equitable rate of rent payable by every ryot having a right of occupancy at such rates and to fix it in perpetuity. In settling the Land Revenue the Government has always exercised an unquestioned right to fix the rates of rent payable by ryots during the entire currency of a terminable settlement of any duration, and it may not be inconsistent with the provisions of Regulation I., 1793, to apply the same principle by express Law to ryots enjoying rights of occupancy in permanently-settled estates. On this point also your opinion is requested.

9. But it is to the exercise of good faith and moderation on the part of those who are placed in the relation of landlord and employer towards the ryots, and to the maintenance of a watchful control over the proceedings of subordinate agents and servants, rather than to any further action of the Legislature, that the Government would look for the removal of the causes which led to the discontents of 1860, and which, if not removed, are but too likely to revive them. Admitting the right of the landlord to enhance the rents of the ryots within certain limits, it would be better in all respects, if he thinks proper to enforce that right, that he should do so separately and independently of his Indigo transactions, and at the same time enable the ryots to cultivate Indigo for him on fair terms, than that he should hold the right of enhancement *in terrorem* over the ryots in order to compel them to cultivate Indigo on terms which, taken by themselves, are certainly not fair. It is not for the Government to dictate to private persons the manner in which they shall exercise their lawful calling; but it is certain that if injustice be done in the matter of Indigo contracts — injustice which the Law cannot reach and which

endangers the peace of the country—it will be the duty of the Legislature to find a remedy for it.

10. I am to add that, while the Lieutenant-Governor gives full credit to Mr. Grey for the pains which he has taken to obtain and place before the Government full information as to the immediate causes of this outbreak, and the antecedent state of feeling and relations between the Factory people and the ryots which indirectly led to it, His Honor is of opinion that he should not have stated "that force is occasionally employed to induce unwilling ryots to enter into engagements with the factory," when it is to be inferred from the context of his report that his enquiry on the spot has failed to bring to light any proved instance of forcible coercion.

11. His Honor would further remark that there appears to be nothing to justify the conclusions arrived at by the Magistrate as set forth in the 6th and 7th clauses of the 14th paragraph of his report, and that the reasons assigned in the 16th and 17th paragraphs for the assumption that the factory workmen had encroached to some extent upon the ryots' lands, and thereby afforded grounds for their aggressive conduct in the matter, are altogether inconclusive. Although the course taken by the owners of the factory in regard to Indigo contracts may have excited the ill-feeling of the ryots, the result of the enquiry goes to show that the attack by the ryots on the factory people in this particular instance arose out of no immediate or direct provocation on the part of the latter.

12. The correspondence will be sent to the Landholders' and Commercial Association. The Association will be requested carefully to consider the matter, and take such steps as may seem to them likely to bring about a better understanding between planters and ryots in respect to the cultivation of Indigo, especially in the factories of the Bengal Indigo Company, and they will also be requested to favor the Government with any suggestions to that end which may occur to them.

From F. R. COCKERELL, Esq., Officiating Secretary to the Government of Bengal, to the Secretary, Landholders' and Commercial Association,—(No. 2187, dated the 4th April 1864.)

I AM directed to forward, for the information

From Magistrate of Nuddea, No. 64, dated 26th February 1864.

To Magistrate of Nuddea, No. 1319, dated 20th February 1864.

To Commissioner of Nuddea, No. 1320, dated 20th February 1864.

From Magistrate of Nuddea, No. 70, dated 1st March 1864.

To Magistrate of Nuddea, No. 1426, dated 3rd March 1864.

To Commissioner of Nuddea, No. 1427, dated 3rd March 1864.

From Magistrate of Nuddea, No. 71, dated 2nd March 1864.

From Magistrate of Nuddea, No. 78, dated 4th March 1864.

To Magistrate of Nuddea, No. 1492, dated 7th March 1864.

From Magistrate of Nuddea, Telegram, dated 8th March 1864.

From Magistrate of Nuddea, No. 85, dated 9th March 1864.

From Commissioner of Nuddea, No. 2307, dated 7th March 1864, and enclosure.

From Magistrate of Nuddea, No. 89, dated 18th March 1864.

From Commissioner of Nuddea, No. 33, dated 22nd March 1864, and enclosure.

From Magistrate of Nuddea, No. 87, dated 18th March 1864, and enclosure.

To Commissioner of Nuddea, No. 2188, dated 4th April 1864.

To Commissioner of Nuddea, No. 2188, dated 4th April 1864.

and consideration of the Landholders' and Commercial Association, certain correspondence (marginally noted) relative to a recent disturbance in the vicinity of the Bagadanga Factory belonging to the Bengal Indigo Company in the Nuddea District, and to request the particular attention of the Association to the last paragraph of my letter No. 2188 of this date, to the Commissioner of the Nuddea Division.

From H. L. DAMPIER, Esq., Commissioner of the Nuddea Division, to the Officiating Secretary to the Government of Bengal,—(No. 50, dated the 6th April 1864.)

In continuation of my letter No. 33, dated 22nd ultimo, and of the reports which the Magistrate has submitted direct to Government on the progress of the enquiry into the Koomree (Bagadanga) case of riot with homicide, I have the honor to submit copy of a letter No. 130, dated 1st instant, from the Magistrate of Nuddea, reporting that all the prisoners have been acquitted by a Jury.

2. As far as I can judge from the information which has been laid before me during the progress of the enquiry it is difficult to imagine any case in which a conviction might have been expected with greater confidence.

3. I have requested the Sessions Judge to favor me with a copy of his remarks on the trial, and to let me know the grounds on which the Jury based their verdict, with his opinion as to their soundness. I shall have the honor of addressing the Government again after receipt of the Sessions Judge's reply.

From E. GREY, Esq., Magistrate of Nuddea, to the Commissioner of the Nuddea Division,—(No. 130, dated the 1st April 1864.)

In continuation of my report No. 100 of 18th March 1864, I have to inform you that the whole of the defendants committed for trial in the case of culpable homicide at the village of Koomree were yesterday acquitted in the Sessions Court.

2. The result of the trial took the Sessions Judge by surprise, as, he had fully anticipated a verdict of guilty.

3. I have myself perused the evidence in the case, and, assuming as a fact what I have no reason to doubt that the evidence given in the Sessions Court did not differ from that recorded by the Joint Magistrate, I can come to no other conclusion than that the Jury were influenced by information other than that laid before them in Court.

4. I need hardly point out to you the effect which the result of this trial is likely to produce, and the difficulty which the system of trial by Jury causes to Magisterial and Police Officers responsible for the peace of the District as compared with the former system.

5. The subject is one which I think it my duty to press upon the notice of yourself and the Government.

From F. R. COCKERELL, Esq., Officiating Secretary to the Government of Bengal, to the Secretary to the Government of India, Home Department,—(No. 2457, dated the 16th April 1864.)

I AM directed by the Lieutenant-Governor

Judicial Proceedings for March 1864, Nos. 83-93.

From Commissioner of Nuddea, No. 2307, dated 7th ultimo, (with enclosure.)

From Magistrate of Nuddea, No. 85, dated 9th ultimo.

From Magistrate of Nuddea, No. 87, dated 18th ultimo, (with enclosure.)

From Magistrate of Nuddea, No. 89, dated 18th ultimo.

From Commissioner of Nuddea, No. 33, dated 22nd ultimo, (with enclosure.)

To the Secretary, Landholders' and Commercial Association, No. 2187, dated 4th instant.

To the Commissioner of Nuddea, No. 2188, dated 4th instant.

From the Commissioner of Nuddea, No. 50, dated 6th instant.

To the Commissioner of Nuddea, No. 2188, dated 4th instant.

To the Commissioner of Nuddea, No. 2188, dated 4th instant.

To the Commissioner of Nuddea, No. 2188, dated 4th instant.

to forward, for submission to His Excellency the Governor General, the accompanying copy of the papers marginally noted, having reference to an affray which occurred on the 25th February last, at the Bagadanga Factory, belonging to the Bengal

Indigo Company.

From J. BECKWITH, Esq., Secretary, Landholders' and Commercial Association, to F. R. COCKERELL, Esq., Officiating Secretary to the Government of Bengal,—(dated the 14th April 1864.)

I HAVE to acknowledge your letter No. 2187 of the 4th instant, with enclosures, received in duplicate, one copy of which has been forwarded to the Secretary to the Bengal Indigo Company, with a request that he will submit to this Association such remarks as he may wish to offer.

In the meantime I am directed by the Committee to make some observations on the general question of the cultivation of Indigo, which suggest themselves not only from the papers connected with the subject, but also from your letter to the Commissioner of Nuddea.

In the 10th and 11th paragraphs of your letter to the Commissioner you remark on the conclusions arrived at by the Magistrate on insufficient evidence, and it appears to the Committee that there are other portions of this Officer's report which are open to the same remark; and indeed throughout it seems clear that every evidence taken was viewed with reference to a pre-conceived theory that the cultivation of Indigo is unprofitable and hateful to the ryot, and therefore that it is not to be believed that he voluntarily undertakes it.

Mr. Grey quotes from the report of the Indigo Commission and from the memorandum of the late Lieutenant-Governor to show that the cultivation of Indigo involves a loss to the ryot of Rupees 7 per beegah; but Mr. Grey does not allude to the fact, which ought to have been in his mind, that the statement was based on the assumption that the value of rice produced on a beegah was Rupees 8-10, whilst in the rent enhancement cases which have recently been before the High Court on appeal from himself and Mr. Elphinstone Jackson it was found, as a fact, that the rice crop produced Rupees 4-4.

It appears, however, to the Committee that this difference of Rupees 4-6 between the assumption of the Indigo Commission and the judicial decision of the Courts, when the rent demandable by the landlord was in question, is only a small part of the fallacy contained in the Memorandum of the late Lieutenant-Governor from which the quotation is made. This Memorandum commences thus—

"It is shown that the fairest comparison of the return from spring sown Indigo with that from other crops is the comparison made with early rice, both of these crops being sown in the spring and cut in the rains."

Now, it has been stated in the judgment on the rent cases before alluded to that in Kishnaghur the lands require to lie fallow one year in four to prevent the exhaustion of their fertility, and it is beyond question that Indigo is a green crop which takes the place of a fallow as does the clover crop in England, and that, therefore, to contrast it with the main grain crop of the ryot is like comparing the clover crop in England with the wheat crop.

In Kishnaghur the system of having one-fourth of the land fallow each year corresponds with the most common of the systems followed in England under the name of the four-course system which formerly consisted of the following rotation—

Wheat,
Roots and Clover,
Barley or Oats,
Fallow,

but with the improvements in farming which have taken place the fallow has almost entirely disappeared, and the rotation now is—

Wheat,
Roots,
Barley or Oats,
Clover.

Of these four crops the clover takes the place of fallow, and it would be as reasonable to say that clover is an unremunerative crop because it is less valuable than wheat as to say that Indigo is an unprofitable crop because it is of lower value than rice, and then to state the difference as the net loss the ryot incurs by growing Indigo.

On the contrary, instead of saying that the tenant lost £5 an acre by his clover crop because it produced so much less than wheat, he would be considered to have gained all that the clover produced more than the fallow, regard being had to the benefit to the fertility of the land for future crops, and so in Kishnaghur Indigo is not to be contrasted with a rice crop, but with the returns from the fallow or uncultivated lands with reference to the condition of that land for a future grain crop.

In England the fallow land was ploughed several times and kept free from weeds, whilst in Kishnaghur the land which has been called fallow is really simply uncultivated and is covered with weeds and the natural grasses which spring up, and there can scarcely be a doubt that land so left uncultivated is less benefitted by the rest than if it had borne a green crop such as Indigo, and had been kept in a great measure free from weeds.

Considered under this view it is evident that Indigo even at six bundles to the Rupee may be a profitable crop to the ryot, and if so, that the planter and ryot may be believed when they assert that the latter has undertaken to grow Indigo willingly and without pressure.

Mr. Dampier, in reporting his conversation with

Calcutta, 10th April 1864.

J. BECKWITH, Esq.,

Secretary, Landholders' Association.

DEAR SIR,

WITH reference to that paragraph in Mr. Grey's letter of the 16th March, circulated with the letter of the Secretary to the Govt. of Bengal of the 4th instant to the Landholders' Association, in which it is stated that the cultivation of Indigo is hateful to the Ryot, I have to state that in the Baraset Concern, where the Indigo disturbances first arose, the Ryots have since repeatedly solicited me to re-open the Concern and to assist them to cultivate Indigo at the rate of five bundles to the Rupee, they to receive an advance after the lands had been sown and measured, and not before.

The Baraset Concern has now been closed for three years, and I have no landed property or influence connected with the Concern beyond the compound in which the factories stand.

Your's faithfully,
(Sd.) E. PASSEWICH.

factories have been the first to express a wish to return to the cultivation of Indigo, having found practically no doubt that they were worse off without it than with it, though probably they could not explain how the difference came about.

Although the necessity of resting the land has led to what may be called the four-course system in Kishnaghur as in England, it is not to be supposed that the rotation of crops is observed here on any scientific principle, and therefore even the ryots themselves are probably unaware of the manner in which they benefit by growing

ryots at Bongong, shows that men who did not hold their lands under the Bengal Indigo Company, and who were not indebted to the factory, had entered into contracts to grow Indigo at six bundles the Rupee, and in many other places ryots who are entirely beyond the influence of the

Indigo, and many of the planters are scarcely better informed. Thus it may often have happened that the ryot wished to grow rice when the field ought to have been Indigo or fallow, and that the planter pressed to have it sown in Indigo when its proper turn for rice had come round, and hence the misunderstandings and disputes which have arisen.

The Committee feel satisfied that, however imperfectly understood, the Indigo crop has practically taken the place of fallow, and that the ryots who have grown Indigo have in fact benefitted by the cultivation, although themselves probably unaware that they did so until the discontinuance of the Indigo crop showed them that they were not so well off as before.

Take, for instance, two ryots, each cultivating twenty beegahs, one of whom grew Indigo and the other not, the practical effect would be that the first would have his fifteen beegahs of common crops, two or three beegahs of Indigo, and two to three uncultivated or fallow; the second would have his fifteen beegahs of common crops and five beegahs uncultivated or fallow, and the former would be better off by whatever he got for his Indigo plant less any expenses out of pocket connected with the crop.

If this view of the question is correct, as the Committee feel assured it is, it will follow that the assumption that the rate of six bundles the Rupee is an unremunerative rate is not borne out, and that your letter to the Commissioner of the Nuddea Division will require to be greatly modified.

So far I have treated the question of Indigo cultivation as one between quite independent parties who have to deal with each other through their mutual interests only, and although it is self-evident that 1 Rupee per four bundles is better for the ryot than 1 Rupee per six bundles, it is equally clear that the lower rate may be remunerative, and it is well known that the real value of the plant to the manufacturer often differs more than 4 to 6 as three bundles in some factories yield more Indigo than six bundles do in others.

It may be mentioned, too, as bearing on the price that a Rupee paid in advance is equal, according to Mr. Elphinstone Jackson's judgment, to Rupees 1.8 paid after delivery.

I now come to the question of rent.

The Committee agree entirely with Government that it would be better in all respects that the landlord should exercise his right to enhance his rents separately and independently of his Indigo transactions, and to do so is so clearly to the advantage of the landlord that they can only understand the two being mixed up together from the landlord fearing to face the delay, litigation, and expense attending enhancement.

Many landholders have endeavored to adjust their rents on terms more favorable to the ryots than the Courts have decided them to be entitled to, some with the intention of abandoning the cultivation of Indigo for ever, and others of keeping their rent arrangements entirely distinct from Indigo; but hitherto all such efforts have failed, partly from the uncertainty of the Law and lately, but chiefly from the inefficiency of the Mofussil Courts, the hostile views of the native magistrates and officials, and the universal practice of forgery and perjury. It is not therefore surprising to find that, despairing of obtaining their rents as landlords direct from their

tenants, some of them should seek to obtain compensation in the cultivation of Indigo.

It is understood that the highest rent hitherto paid for lands belonging to the Bengal Indigo Company is 8 annas per beegah, and as the lands are supposed to be of the same quality as those of Mr. Hills, it is not doubted that they are entitled to enhance to the extent laid down by the High Court, Rupees 1.3 per beegah, with the contingency of a still higher rate should certain reserved points be found in favor of the landlord.

The Bengal Indigo Company have, however, claimed only 1 Rupee per beegah, and there seems to be no doubt whatever that they would be found entitled to it. If therefore they have offered to forego the right to enhance for ten years as a consideration for the cultivation of Indigo, it is certain that they have offered a very great boon to the ryot, and have foregone a great advantage to themselves, and it is natural to suppose that this has not been done without some very grave reasons.

If two ryots holding twenty beegahs each and growing for the factory twenty-four bundles of Indigo are contrasted, one paying rent at 1 Rupee per beegah, and receiving payment for his Indigo at 1 Rupee per four bundles, and the other holding at the old rate, and receiving 1 Rupee per six bundles, the latter would be better off by Rupees 8 than the former, and when the benefit of such an arrangement is so obviously in favor of the ryot, it does not appear to the Committee that the departure from what would be the better plan calls for any great complaint in the interest of the ryot.

The Committee, as before said, entirely agree that it would be better to keep the Rent and Indigo questions quite distinct, because they are aware of the tendency to misconception where the pressure of the landlord appears to be brought to bear on the ryot for the purpose of getting Indigo, although in reality all the advantage is on the side of the ryot.

With regard to Mr. Grey's remarks the Committee do not understand what he means by the indiscriminate service of notices of enhancement. They do not gather that he had ascertained that a single notice had been served on any ryot not liable to enhancement, and they can only conceive that he objects to the general service of notices; but where the rents have been uniformly low and are to be raised, it seems most natural and proper that the enhancement should be general, and this can only be effected by serving notices on every ryot under the terms of the Act.

These observations of Mr. Grey appear to the Committee open to the same remarks as are applied to other parts of his report in the 10th and 11th paragraphs of your letter to the Commissioner of Nuddea, and it is to be hoped that no hasty action will be taken on so vague and inconsiderate a suggestion.

It may be found that Acts X. and VI. may require to be altered, but this Association have deprecated any further legislation until the working of the Law has been ascertained, and they deprecated still further the agitation of amendments whenever defects are suggested in the loose and hasty manner which characterize the remarks of Mr. Grey, and they trust, therefore, that your instructions to Mr. Dampier to submit suggestions may be modified.

It appears to the Committee that what is wanted is that the Officers of Government to

whom the ryots look for advice should explain to them the benefit of observing a systematic rotation of crops, and should show them that Indigo grown in proper proportion and in due rotation would come in the place of the fallow and would be an addition to the general returns from their holding, and that this Association should impress upon the Kishnaghur Planters the propriety of their observing themselves, and inducing their ryots to observe, a proper rotation of crops, so that it might become obvious to the latter that Indigo did not take the place of rice but that of the fallow, and was in fact an addition to their own crops and not in substitution of any one of them.

Whenever this truth has been recognized and made evident, it may be hoped that Indigo cultivation will go on without any quarrels more serious than those which usually attend the dealings between buyer and seller, and the Officers of Government, having divested themselves of the theory that Indigo cultivation is necessarily unprofitable and hateful, will be able to give a fair interpretation to evidence, and to exercise their due and proper influence in adjusting the differences which may arise between planters and ryots either on Indigo or Rent questions.

From J. BECKWITH, Esq., Secretary to the Landholders' and Commercial Association, to F. R. COCKERELL, Esq., Officiating Secretary to the Government of Bengal,—(dated the 3rd May 1864.)

On the 14th April I acknowledged receipt of your letter of the 4th, No. 2187, with its enclosures, and at the same time I stated that a copy had been forwarded to the Secretary to the Bengal Indigo Company, with a request that he would submit such remarks as the Company might wish to offer.

A reply to that communication has now been received, dated the 29th ultimo, and I am directed to send copy of it and of the reply made to it under the direction of the Committee for the information of Government.

In this communication from the Bengal Indigo Company will be found corroboration of what was advanced in my letter of the 14th as to the mistake made in supposing that the cultivation of Indigo is unprofitable when the plant is sold at six bundles for the Rupee, and indirectly it is shown that the manufacture of Indigo plant purchased at that rate may be unremunerative. It appears that cultivators on a large scale, who are entirely unconnected with, and beyond the influence of, the Mulnath Concern, and who have, for some years past, manufactured their own Indigo plant, are desirous to continue the cultivation, selling the plant at six bundles the Rupee, and are, at the same time, anxious to give up the manufacture of the plant on their own account and risk.

This would seem to the Committee to prove that in some factories it will not pay to make Indigo from plant purchased at four bundles the Rupee or even at six, and further that it does pay the ryot to grow the plant at six bundles the Rupee even where there are no indirect inducements to do so beyond part payment in advance.

It is stated in this letter from the Bengal Indigo Company that the area under Indigo does not exceed one-sixteenth of the land held by the respective ryots, and that the Indigo is grown either on land unsuited for rice or in substitution for fallow, and thus it appears that there is

nothing either in the proportion of land under Indigo or in the order it takes in the rotation of crops which warrants its being contrasted with the rice crop as a test of its being a remunerative crop or otherwise.

As mentioned in my former letter the proportion of fallow to cultivated lands in the Kishnaghur District is stated in Mr. Elphinstone Jackson's judgment to be $\frac{1}{5}$ or 25 per cent., and in calculating the amount available for rent he divides the produce of sixteen beegahs by twenty-three, allowing thus seven beegahs of fallow for sixteen beegahs under crop, or in fact making the proportion of fallow to cultivation a little over 30 per cent. It thus appears from the letter of the Bengal Indigo Company that without deducting the portion of Indigo grown on land incapable of producing rice at all, the land in Indigo is little more than one-fifth of the fallow on each ryot's holding.

This proportion is undoubtedly less than it would be the interest of the ryot to cultivate in Indigo did he observe the rotation of crops on a regular system, but it is probably partly regulated by the fallow land he can cultivate with the plough, cattle, and labor required for his other crops, and without cash outlay, and is partly owing to his ignorance of the exact manner in which the cultivation of Indigo as a rotation crop benefits him.

The Committee are satisfied that the more the subject is considered and enquired into the more certain it will appear that the cultivation of Indigo has been and is an advantage to the ryot as well as to the landlord and planter; and they are convinced that if exact statistics existed, it would be found that the discontinuance of the cultivation of Indigo which has been brought about during the last four years has not, in any perceptible degree, led to an increase in the cultivation of rice or any other crop, and that consequently the destruction of the Indigo industry has been a deduction from the agricultural returns of the District to the full amount of its value, and it is difficult to believe it possible that any agricultural product of great value can be discontinued with no compensating increase in other crops without the change having an injurious effect on the ryots as well as upon the landholders and planters.

Even supposing that some little increase in the land under rice crop should have taken place, such increase can only have been obtained by neglecting the observance of the rotation of crops found to be required, and consequently at the expense of the future fertility of the land; but from the information of the command at the Association it is believed that no such increase has, in point of fact, taken place, and that, therefore, the diminution of the total returns of the District has been in proportion to the decrease in the production of Indigo, and though no doubt the loss has fallen heaviest on the planter, still that a considerable portion has to be borne by the ryots or by the landholders where rents have fallen into arrears.

The Committee are fully convinced of the soundness of the views I have been directed to set forth, and if they dwell upon the subject at what seems to them unnecessary length, it is because the papers sent in your letter have shown that very erroneous opinions on the subject still prevail amongst the Officers of Government, and

because it is most important that His Honor the Lieutenant-Governor should satisfy himself that Indigo cultivation is an advantage alike to the ryot, planter, and landholder, and having so satisfied himself, that he should adopt such means as seem to him advisable to remove the misconception existing amongst those who have to represent Government in the Indigo Districts.

With regard to the Rent question and the instructions given to the Commissioner of Nuddea to submit suggestions to the Board of Revenue for the alteration of the Rent Acts just as the Law has been in some degree settled and made clear by the decision of the High Court, the Committee consider the subject too important to be treated of incidentally in a discussion relating to the cultivation of Indigo, and the Association will, therefore, address to you a separate letter upon the Rent question.

From A. WILSON, Esq., Secretary to the Bengal Indigo Company, to J. BECKWITH, Esq., Secretary to the Landholders' and Commercial Association,—(dated the 29th April 1864.)

I AM directed to acknowledge receipt of your letter of the 9th instant, handing me a copy of correspondence connected with the recent disturbance in the Mulnath Concern, and requesting me to submit such remarks and informations as will enable the Committee of the Association to go into the subject with the facts fully before them.

The general facts as regards the outrage upon the factory servants, resulting in the death of an Ameen named Rammohun Banerjee, are already in the possession of the Association and are detailed in the correspondence sent to the Committee, and I need not, therefore, further allude to this part of the subject than to state that the Native Jury, in the face of the clearest evidence, and regardless of the charge for a conviction by Mr. Thompson, the Sessions Judge, before whom the case was tried, returned a verdict of not guilty on all counts in favor of all the prisoners.

I would submit that this is a favorable opportunity for the Association making a representation to Government on the subject of Native Juries, as showing that at present it is impossible to punish the perpetrators of an outrage where the opposing parties are a planter and his ryots.

I will now endeavor to reply as briefly as possible in a general way to Mr. Grey's letter of the 18th, and Mr. Dampier's Memorandum of the 22nd March, and to Mr. Cockerell's letter of the 4th instant. From these it would appear that "the cause of the outrage was chiefly owing to the change which has been made in the Mulnath Concern since the commencement of the present season in reducing the price paid to the ryots for Indigo, by raising the rate at which the plant is delivered from four bundles the Rupee to six bundles, and that this unprofitable rate is forced upon the ryots by the indiscriminate issue of notices of enhancement of rent." The Officiating Secretary to the Government of Bengal, in paragraph 9 of his letter, states that "it is his opinion that it would be better in all respects for the planter landlord to keep his Indigo transactions quite separate and distinct from his Rents." With this latter opinion the Directors fully concur, and it has always been the endeavor of the Company, through their Managers, to keep the Indigo

and Zemindaree accounts separate and distinct. It may or may not be the case that the cause of the outrage arose from the change of rate from four bundles to six bundles for the Rupee, but it is altogether a gratuitous and unwarrantable assumption on the part of any man to state that such was the case without bringing some facts to bear it out. The outrage occurred in a village where there was no ryoty cultivation, and where we were cultivating our own Neezabad lands with our own hired labourers. No ryoty cultivation has been attempted in that village since 1860. The collection of rents was found to be attended with much delay and difficulty; having, however, to do with the same set of ryots, it has been found difficult to keep the two questions entirely distinct; the ryots were perfectly willing, however, to enter into new contracts for the consideration which was offered to them both as regards the Elaka and Be-Elaka ryots, over the latter of whom we have no control whatever.

It was therefore resolved that all new contracts for the current season should be made at six bundles for the Rupee without enhancement, and although, according to the Manager's report, some ryots, both Elaka and Be-Elaka, have voluntarily, and for certain inducements, exchanged their contracts made last year at four bundles for new contracts at six bundles, there are still a considerable number of ryots who have preferred remaining at the rate at which they contracted last year, *viz.*, four bundles for the Rupee.

The question after all is one of remuneration, and although the Officiating Secretary to the Bengal Government assumes that the rate of six bundles the Rupee is an unremunerative one to the ryot, he overlooks the fact that the quantity of land sown by any ryot in Indigo forms but a small proportion of his entire jumma, the average in the Mulnath Concern this season being only one beegah in sixteen.

There cannot be a doubt, therefore, that in an average of seasons it is more profitable for the ryot to pay only a low rent for his sixteen beegahs and sow one beegah in Indigo, receiving early in the year a cash advance, and on settling his accounts with the factory at the end of the season whatever balance may be due to him, than to object to sow one beegah in Indigo and have to pay an enhanced rate of rent for his whole jumma of sixteen beegahs: it is quite optional for the ryot to take what course he thinks will pay him best.

The Directors cannot admit that the cultivation of Indigo *per se* is hateful to the ryots. In the Mulnath Concern Indigo is grown in and about the villages where the rice crop does not answer; its leaves falling on the ground serve as manure for their cold weather crops, and in the event of early rains the ryots would willingly sow large quantities of extra land in Indigo in preference to sowing rice, being only too glad of a rotation of crops on their paddy lands; it is the only crop which takes the place of a fallow, and it cannot be to the interest of the ryot to go on cropping his land year after year without something in the way of a rotation crop. If he chooses the other alternative of leaving a portion of his jumma fallow, it becomes, in the course of a short time, a mass of weeds and jungle, which of course gives him no return, and it requires extra expenditure whenever it is again brought into cultivation.

With reference to the indiscriminate issue of notices of enhancement, which the Officiating Secretary to the Government of Bengal considers "as a sufficient engine of compulsion to compel the ryots to grow Indigo against their will," a Zemindar has the unquestionable right of serving all his ryots with enhancement notices. It is the only means he has of getting a fair rent for his land, and should the Planter Zemindar prefer making an arrangement with his ryots on the principle of their cultivating for him a portion of their jummahs in Indigo and paying him their old rents to exposing himself to all the annoyance and expense of collecting his enhanced rents through the Courts. The Directors fail to see in the policy which they have always pursued towards their ryots any grounds for Mr. Cockerell's assertion that "the cultivation of Indigo in their Concerns is carried on under a sense of injustice and wrong which has a direct and obvious tendency to excite the ill-will of the ryots against the factory." On the contrary their constant endeavour has been to act with the most perfect honesty and fairness towards their ryots, knowing well that any other course would only end in loss and ruin to their property.

You will note that the foregoing remarks are only applicable to our Elaka ryots, and I now beg to make a few observations regarding the cultivation of Indigo in our *Be-elaka* villages; here of course rents do not enter into the question.

Mr. Dampier, in his Memorandum enclosed in his letter to the Bengal Government, dated 22nd March, refers to certain ryots who had cancelled their contracts at the rate of four bundles and had entered into new contracts at six bundles for the Rupee. This naturally requires an explanation, and with this object I wrote to Mr. Tripp, our Manager, to give me a specific answer to the question I put to him on this subject; it was, "what was the consideration which induced the Be-Elaka ryots to cancel their contracts entered into at four bundles and sign new contracts at six bundles for the Rupee." He says, "in reply to paragraph 2, in which you asked me what induced the Be-Elaka ryots to cancel their contracts at four bundles for six bundles, I beg to state that the ryots did so for many reasons; they are all more or less indebted to the factory; consequently I made them an offer, if they would settle their accounts at six bundles whatever quantity of plant they gave they would receive half the price of the same, and the remaining half would go to the credit of their balances, independent of which they would get the usual advances. This encouraged many to come in and settle their accounts. I have also assisted many in a pecuniary way by giving them small loans without interest; they look upon this as a great boon when troubled by their Zemindars and Mahajuns. At Benassole I have been obliged to limit the cultivation with the Be-Elaka ryots owing to the factory being too small to admit of a larger cultivation than what it has got. I may here remark that at Benassole, only a few days ago, a ryot came in wishing to sow twenty-five beegahs and stated he would first measure and cultivate his lands before asking advances; and I may further mention three other ryots of the same factory, men of some importance, took advances for thirty beegahs each according to the new arrangement. Last year these men worked their own factories. What further inducement can the Be-Elaka ryots

have when I repeat that the six bundles settlement is remunerative to the ryots in this Concern. Last year only a few of the Be-Elaka ryots settled their accounts, consequently cancelling the four bundles with them has been on a comparatively small scale. I trust that this explanation will be sufficient to show that the Be-Elaka ryots were induced to settle their accounts only of their own free will, and I deny in toto any coercive measures being used by myself, any of the assistants, or the servants of the Concern. As a proof that the six bundles arrangement is a mutual understanding, I have nearly 5,000 beegahs sown in this Concern."

I give you also another extract from Mr. Tripp's letter of the 14th instant, where he says, "that the six bundles rate is still remunerative is strikingly proved by the fact of three villages (Be-Elaka) which never before sowed for the Concern having this year settled at that rate for ten years." Such is Mr. Tripp's report, and there is no reason to suppose that he is not stating what is the fact when he says that the six bundles arrangement is a profitable one for the ryot.

When you consider the difficulty that a planter experiences in getting his own Elaka ryot to come in and settle their accounts, it is absurd to suppose that the Manager of a Concern can have the power of coercing Be-Elaka villages, where the factory does not own a beegah of land, and of compelling the ryots not only to engage to grow Indigo for him at a certain rate, but to cancel their contracts before they have expired for others apparently not so advantageous, unless the ryots agreed to do so voluntarily and of their own accord.

With reference to the alteration made in the size of the beegah and in the length of the russee alluded to by Mr. Dampier, Mr. Tripp has again introduced the beegah, containing 21,511 square feet, in place of the beegah adopted by Mr. Larmour in 1860, which contained 17,666 square feet. The russee in use is eighty haaths and not 110 haaths, as stated in Mr. Dampier's memorandum. This alteration in the size of the beegah affects each ryot individually to a very trifling extent when you consider the small proportion of his land sown in Indigo, and that he is paid for his plant not by the beegah but by the *bundle*.

It would appear from the printed correspondence that Mr. Grey, in his earnest endeavour to carry out the orders of the Lieutenant-Governor in obtaining information as to the nature of the relation and state of feeling existing between the Mulnath Factory and the ryots antecedent to the outrage at Koomree Village, had given full credence to the statements made by the ryots who have not the reputation of confining themselves to strictly speaking the truth even when in Court; and when they have an opportunity of dilating on their imagined wrongs and hardships to the Magistrate in person, and in their own villages, it is not likely they would lose such an excellent chance of making their position to be as bad as possible. The only opportunity Mr. Tripp appears to have had (with the exception of a short interview he had with Mr. Grey) of explaining to the Authorities his relation with his ryots was a series of questions sent to him by that gentleman, a copy of which I send you herewith, and also a copy of Mr. Tripp's reply, to the same, dated 14th March, as these documents do not appear to have

been published with the rest of the correspondence,

The Committee will, I think, agree with the Directors in thinking that these questions are more those of a partizan counsel than of a Magistrate specially appointed to obtain unbiased information regarding the state of feeling between the Manager of the Mulnath Concern and his ryots.

I would only further remark that the cause of this murder and outrage is shown in the answers of Mr. Grey's own letter of the 18th ultimo. In cases of murder, of perjury, and of forgery the Native receives sympathy, or escapes with impunity; the European is watched, suspected, and looked upon as contraband; the Native knows this, and naturally acts accordingly.

I have to apologize for the delay that has taken place in replying to your letter, but it has arisen from my having only just received the information I called for from the Factory.

Questions.

1. At what rate (*i. e.*, how many bundles for the Rupee) are the agreements for cultivation of Indigo being made at present with the ryots of the villages under your management?
2. What was the rate of such agreements as were executed last year?
3. So far as you are aware, are there any circumstances existing in the villages under your management which make the labor and expense required for the cultivation of Indigo less than that required in villages under the Manager of Khalbolea? If so, what are the circumstances?
4. Is it not your present practice to offer to ryots who object to cultivate Indigo the alternative of agreeing to cultivate or of having their rents raised?
5. As a general rule do the ryots execute agreements to cultivate Indigo except under pressure applied in the shape of the alternative just mentioned?
6. How many (or about how many) agreements to cultivate Indigo have been made in the villages of this District under your management within the last six months?
7. How many (or about how many) suits for enhancement of rent have been filed with respect to the same villages as those mentioned in the last question?
8. What is your opinion as to the cause of the recent outrage at Koomree village?
9. Have the ryots (or any of them) in that village agreed to sow Indigo?
10. Have any notices of enhancement of rent of lands in that village been lately issued?

From H. D. TRIPP, Esq., Manager to the Bengal Indigo Company, to E. GREY, Esq., Magistrate and Collector of Nuddea. — (dated the 14th March 1864.)

I am in receipt of your letter of the 8th instant, enclosing me list of questions regarding the system of cultivating Indigo at present pursued in the Mulnath Concern, for the information of Government, and which you request I will answer.

I think, however, instead of replying to your questions *seriatim*, the best way to convey to you the information you require is to give you as briefly as possible an account in a general way of the system now in force in the Concerns under my management.

For some time previous to the late disturbances in the Indigo Districts the rate at which the ryots contracted to grow Indigo and deliver it at the factory was six bundles for the Rupee, and this was the practice in both the Khalbolea and Mulnath Concerns, and at that time the cultivation, of the latter was very much larger than it now is.

For various reasons it was thought advisable to make a change in the rate of bundles, reducing the number from six to four, with the view to make the cultivation as remunerative as possible to the ryots, and at the same time profitable for the Concern.

This system was tried for some years, but it was found that whilst on the land in the Khalbolea Concern (which are far superior to that of the Mulnath Concern) the produce from four bundles per Rupee left a profit to the factory as well as to the ryots, in this Concern it left a positive loss to the Bengal Indigo Company from the difference in the yield from the plant.

It was therefore resolved by the Directors last year to return to the original six bundles system, on my representing to them that in frequent conversation I had had with the ryots on the subject they had expressed their willingness to return to the old system and to enter into fresh contracts to grow Indigo for the Concern at the old rate, and three-fourths of the cultivation of the present season has been settled for at this rate.

With reference to the enhancement of rents to which you allude in your questions Nos. 4 and 5, as the alternative given to ryots who refuse to contract to cultivate Indigo at the present rate, I have only to remark that it is perfectly optional for the ryots either to grow their plant and sell it at what it will fetch, *viz.*, six bundles for the Rupee, or to have nothing whatever to do with Indigo, and to pay me one Rupee per beegah as rent for their lands. It is a calculation for them to make which course will pay them best. I have no means of compelling them to cultivate any crop they do not wish to grow; but as my object is to make Indigo, unless they sow for me a fair portion of their lands with that crop I cannot be expected to allow them to remain at the nominal rents they are now paying.

Since the commencement of the current season 1863-64 from 7 to 8 thousand ryots have, up to date, settled to cultivate Indigo in the different villages in the Nuddea District under my management, and the number of enhancement suits filed against ryots in these villages are between 4 to 500.

With reference to your question No. 8, regarding the cause of the outrage in the Koomree village, the only reasons I can give are those contained in my letter of the 26th February last to the Secretary of the Company, a copy of which I believe is in your possession.

Since the outrage took place many of the ryots of the village in question and Ramnaghur have come in and settled their accounts with the factory, and agreed to sow Indigo on the present understanding. The enhancement notices referred to in my letter to the Secretary were served on or about the 14th ultimo, and subsequent to the outrage in the villages of Koomree and Ramnaghur.

I trust the foregoing will enable you to supply what information the Government requires on

the subject of Indigo cultivation in this Concern, and I shall be happy to give you any further particulars should you wish it.

From J. BECKWITH, Esq., Secretary to the Landholders' and Commercial Association, to A. WILSON, Esq., Secretary to the Bengal Indigo Company,—(dated the 2nd May 1864.)

I HAVE to acknowledge receipt of your letter of the 29th ultimo, remarking on the enclosures sent to the Association with the letter of the 4th April, from the Government of Bengal, and forwarded to you in mine of the 9th April.

I am directed by the Committee to state that they are quite satisfied that so long as the cultivation of Indigo is kept within moderate bounds as compared with the respective holdings of the ryots, and is made a rotation crop taking the place of fallow, it is remunerative to the ryots even at six bundles to the Rupee.

Being so satisfied, they are quite prepared to believe that the ryots within the Mulnath Concern have voluntarily entered into agreements to cultivate Indigo on those terms even where no further inducement has been held out to them; but they think it is a great pity that existing engagements at four bundles the Rupee have not been allowed to work themselves out at that rate instead of being exchanged, as many of them have been, for new contracts at six bundles the Rupee.

It appears to the Committee that in dealing with people of the limited intelligence of the bulk of the Bengal ryots, it is desirable that the most scrupulous adherence to engagements should be observed, for not only does any change which is apparently to the disadvantage of the ryot give opportunity for misrepresentation, but it is more than probable that the ryot himself, although he acquiesced in the change at the time, may afterwards come to think himself or to be talked into the belief that he has been unfairly dealt with.

The Committee do not question the sufficiency of the consideration given for the exchange of terms; where a relinquishment of the right to enhance low rents for ten years was the consideration, they think it more than sufficient; and of the consideration given to the ryots who are not tenants of the Company, they have no sufficient means of judging; but without wishing to interfere improperly, they think they may express their opinion that the cancelling of these existing contracts was inadvisable.

With regard to the enhancement of rents the Committee concur in the opinion expressed by the Government of Bengal, that it would be better that the Zemindaree and Indigo operations should be kept separate; but they cannot but see that the mixing up of the two has, in the case of your Company, been entirely to the advantage of the ryot, and they do not see why any third party should complain of it in his interest. If the Committee are correct in supposing that the old rate of rent is not more than 8 annas per beegah, and that in accordance with the decision of the High Court 1 Rupee would be a very moderate rent, it would seem that you give up the right of enhancing your rents to the extent of Rupees 8 in sixteen beegahs for the sake of getting ten to fifteen bundles of Indigo, the produce of one beegah, at the rate of six bundles to the Rupee.

The Committee deem it of the greatest importance that every practicable means should be adopted to remove the misapprehension that exists amongst the Officers of Government and others as

to the unremunerative nature of Indigo cultivation, and they recommend to your Managers and to all Indigo Planters the practical observance of the rotation system, so that the ryots and all others may understand that Indigo takes the place of fallow in renewing the fertility of the soil, and that it does not displace rice or any other crop.

From J. BECKWITH, Esq., Secretary to the Landholders' and Commercial Association, to F. R. COCKERELL, Esq., Officiating Secretary to the Government of Bengal,—(dated the 3rd May 1864.)

In my former letters of the 14th April and 3rd instant, by direction of the Committee, I confined my remarks to those points in Mr. Grey's letter and in the letter from the Government of Bengal to the Commissioner of Nuddea, which related to the special circumstances of the particular case, and to the relations between the buyers and growers of Indigo.

But both those letters touch also on the larger questions as between Landlord and Tenant in a manner which the Association cannot but dissent from.

The Association beg to remind the Bengal Government that the land within the limits of the perpetual settlement is in no case, and in no sense, the land of the ryot; but that in every case, and to the fullest extent, the land and the actual property in the soil are vested solely in the representatives of the original Landowners, Zemindars, and others with whom the perpetual settlement was made. Even the then Khoodkast ryots are declared by Section 60 of Regulation 8 of 1793, and by the 10th Section of Regulation 51 of 1795, to have merely a right "not to be dispossessed so long as they continue to pay the stipulated Pergunnah or market rate."

The Association beg also to remind the Bengal Government that this sole and entire right of property was not conferred by the perpetual settlement as a gift, but as a bargain for valuable consideration, and as such is not only declared by Regulation I of 1793, Section 7, "not liable to alteration by any persons whom the Court of Directors may hereafter appoint to the administration of their affairs in this country," but also forms part of the private right of the subject which all civilized laws have uniformly held to be beyond the power of re-consideration or alteration by the State.

The very essence and necessary condition of this right is the Landowner's power to deal as he likes with his own, or in the case of land to let it only to those whom he chooses, and on such terms only as he pleases.

The recognized power of the Legislature or of the Judiciary under these circumstances extends but to hold the landowner to such concessions as he may have been pleased to make, or subject to which the bargain was made by Government with him. The latter in this case can, by the terms of the Code of 1793, only apply to the actual land then and ever since held Khoodkast by succession.

It is because for seventy years the servants of the Indian Government have been struggling against this necessary consequence of their predecessor's great acts that principles have been encouraged such as appear in the two letters now under comment, and that gradual curtailments of the Landowner's rights have been improperly effected by a series of Regulations which culminated in Act X. of 1857.

By that Act the old Khoodkast tenants, whose only claim was to a preference of occupation so long as they paid the market rate of rent, were converted into proprietors of their holdings at a fixed quit-rent, and all the modern tenants with no rights at all, whom the landowner's kindness had not ejected within twelve years, were given the rights of preference at the market rate, which only properly belonged to the Khoodkast tenants, dating from the settlement, and to such others as the landowners had since been pleased to concede similar advantages to.

By this measure the landlord's rights over his own sole property and its occupants have been much curtailed, and yet the Secretary of Bengal's letter now under discussion actually suggests a still more serious attack upon the rights of property without apparently perceiving the grave consequences of what it proposes as a remedy for an inconvenience solely of the Legislature's own making. Mr. Cockerell's letter says at Clause 8: "A more effectual remedy for discriminate issue of notices of enhancement would perhaps be to determine once for all what is a fair and equitable rate of rent payable by every ryot having a right of occupancy at such rates, and to fix it in perpetuity."

The Government of Bengal does not apparently see that this suggestion really proposes that the same valuable ownership at a small quit-rent which Act X. improperly conferred at the landlord's cost on the few descendants of the old Khoodkast tenants should be extended to the innumerable modern tenants to whom Act X. first gave any rights at all, thereby taking from the landowner his entire property interest over the greatest portion of his Estate, and forcibly making him *pro tanto* a mere fixed annuitant instead of a large landowner.

The proposal to determine once for all what is a fair and equitable rent and to fix it in perpetuity is *ipso facto* the benefit conferred on the Zemindar by the perpetual settlement. Government servants have for seventy years blamed this effect of the perpetual settlement and combated its extension to the rest of India on the ground that Government was thus prevented raising the rent with the increased fertility of the land and the increasing money value of the produce. And yet this suggestion proposes in the same manner to transfer the main benefit of the perpetual settlement from the then Government Grantee to all his numerous tenants, to whom he gave only a tenancy from year to year, but to whom Act X. most unjustifiably gave a right of occupancy.

What security can there be for property where, because the peasantry combine in a murderous assault on their landlord's servants for the mere exercise of his property rights, the Government of the country proposes to transfer the beneficial interests from the landowners to the tenantry? What would now be the condition of Ireland if, whenever an agrarian outrage had been there committed, the Government had proposed forcibly to concede tenant right to the Cottiers in detriment of the landlord's rights of ownership?

The Association must also call attention to some of Mr. Grey's remarks as evidencing an entire misconception of this the true state of things, which misconception the Secretary of Bengal's letter affirms, at least by implication.

He does not seem to perceive that this is merely

Mr. Grey gives in Clause 26 as the ryot's reasons for preferring to pay less rent in Indigo to paying more rent in money that: "In the first place the agreement for Indigo is limited to a definite period, whereas the rent if raised now would be raised for ever in the opinion of the ryots."

ly saying that the tenant tries to defer as long as possible, and ultimately to

evade rendering his proper and just dues to his landlord. Instead of blaming the tenant therefore, he treats the landlord as blamable, first, for facilitating the tenant's indirectly paying his dues in kind; and secondly, because he does not also, to his own loss, confer on the tenant some further gratuitous benefit which the tenant would also like to have in addition.

These are very palpable and beneficial reasons

In the same Clause 26 Mr. Grey says: "The agreement to sow secures them an immediate cash advance and relieves them of the worry and expense of defending themselves in a suit of enhanced rent."

for the tenant preferring to pay in Indigo instead of in money.

The only cause for wonder is that an official should see anything unreasonable therein, and that he should assume it as inevitable, as right and as proper, that when a landlord merely asks for a fair share of the increased yearly return from his own land, every tenant should resist that demand to the utmost.

An increase of rent is in all countries a source

Again Mr. Grey says at Clause 29: "One cause of discontent is the indiscriminate issue of notices (for enhancement of rent) under Section 13 of Act X. of 1859."

of discontent to the tenant, but Indian officials are probably the only Government servants in the world who

do not recognise that this claim by the landlord of his share of the increased value of his own land is as natural and as blameless as the official's own claim to an increased salary for increased efficiency and for length of service.

The distinction only exists since Act X. of 1859,

Again at the same Clause 29 Mr. Grey censures: "No attempt being made to draw any distinction between those tenants who are legally liable to pay enhanced rent and those who are not so liable."

and in most cases the landowner is yet unable to say where the distinction exists and where not. Till Act X. of 1859, every ryot

without exception was liable to have his rent raised to the marked rate. That Act gives fixed rents to a small class of tenants, the descendants and successors of the Khoodkast ryots of 1793, but leaves the large class of twenty year holders to take their chance of getting themselves included in that number. But with such a prospect every other ryot also sets up the same claim since forgery and perjury give him a chance of thus converting his holding from a twelve years' tenancy by preference, or from a mere tenancy at will, into a valuable ownership. How is the landowner to distinguish without a previous suit after notice of enhancement between twenty or thirty thousand ryots who all make the same claim, to which, even under Act X., only some few are really entitled.

The answer is that no ryot firmly believes

Again at the same Clause 29 Mr. Grey says: "A ryot who firmly believes himself to be not liable to enhanced rent finds himself placed between the alternatives of growing Indigo or defending himself as best he may in the Revenue Court, and he naturally feels that he is not fairly treated."

himself to be not liable to enhanced rent. He knows that till Act X. every ryot was so liable. He chuckles at the mistaken philanthropy which has so lately made some not liable to

enhancement, and if driven into Court, he tries his chance of getting into that favored class.

If his landlord facilitates his payment of a small rent in kind instead of a larger rent in money, he knows that he is fairly treated. But as long as violence and stereotyped complaints about Indigo will command the sympathy of the officials, and combined resistance to the payment of any rent, where there is an enhancement threatened, will keep the landlord in suspense till the Government demands for Revenue have ruined him, so long will the ryot seek the double advantage of holding another man's land for an inadequate return, and yet not making up for that inadequate rate indirectly in kind. If it should become known that these means will also induce the Government to propose transferring more of the ownership interests from their landlords to themselves, the recurrence of such means will probably become yet more frequent.

The Bengal Government asks the opinion of the Commissioner on Mr. Grey's suggestions as to restricting the indiscriminate issue of notices. On this the Association would remark that as notice of enhancement is the only practical mode the landowner now has left of getting the real value for his own property, Mr. Grey's suggestion is simply equivalent to the pernicious and exploded theory of obliging tradesmen to sell their goods at a rate fixed by Government for the convenience of the purchaser, with the additional injustice of fixing such inadequate rate after the goods have been delivered on other terms.

With regard to the other suggestion of Mr. Grey in Clause 30 as to enlarging the time within which the ryot may accept his landlord's enhanced terms or surrender his holding it has the Association's entire approval.

Let the ryot have full time, say three months instead of one, to make his choice; but after he has chosen to stay, let the theory of his suffering oppression thereby be vigorously suppressed, and let it not be still open to him to resist the payment of the enhanced rent. If notice of enhancement is served on a ryot not liable to enhancement make him sue to establish his exemption, with any penalty the Government chooses to affix to the landlord in case the ryot proves his exemption. But do not allow him, after he has elected to stay instead of to go, to set up any claim to exemption as a defence to his landlord's right to the enhanced rent.

It has now been judicially and wisely decided that the twelve years' occupancy right to hold at a fair and equitable rent is only a right to a preference at such rate as the landlord could get elsewhere.

Let this criterion be enforced on the local Revenue Courts, making it incumbent on the twelve years' occupancy ryot to pay what the landlord shows he can get from a specified new tenant, or to make way for such new tenant.

Let the Government Officials steadily maintain the landowners in the exercise of their undoubted rights, and put down firmly all agrarian outrages, without exciting false hopes and expectations by official language or demeanour condemnatory of the landlord's action so long as it is within the law, and peace will then succeed to disturbance, and general prosperity, by mutual efforts, will take the place of the loss and distress which both landlords and ryots have suffered from the antagonism and enormous litigation of the last few years.

From H. L. DAMPIER, Esq., Commissioner of the Nuddea Division, to the Officiating Secretary to the Government of Bengal.—(No. 70, dated the 5th May 1864.)

At the request of the Magistrate of Nuddea I have the honor to submit, for the consideration of His Honor the Lieutenant-Governor, a letter, in original, from the Magistrate of Nuddea, No. 174, dated 21st April 1864.

If it be thought that Mr. Grey has, without sufficient reason, imagined the observations of Government to carry imputations upon him which they do not, and were not intended to convey, His Honor will, I am sure, take into consideration that he writes under the idea that if those remarks were to remain unnoticed, they might lead to an impression that he had been drawn by animus against one of the parties to the Indigo question into making groundless charges; and I need not say how important it is to the Nuddea Officers that no such impression should exist regarding them.

3. Mr. Grey has now stated in full detail the grounds on which he concludes that the factory coolies had encroached on the ryots' lands. Under this explanation the conclusion stands on every strong ground, although this was not the line of defence taken on the Sessions trial.

4. The statement in the 12th paragraph of the Magistrate's letter, which

I extract on the margin, is important. If these are the arrangements, frequent collisions can be no matter of surprise. Where a boundary is undefined and it is understood that factory coolies will go on digging until they are interfered with by one who claims the land, and that wherever they turn up the soil the land passes into the possession of the factory, so to remain until tedious processes of Law are gone through, it is evident that the occupants of the land encroached upon can only protect their own interests by making their objections known on the spot. When once the parties are brought face to face in such a way, whether the meeting will terminate in a mere successful protest, in a verbal altercation, in a petty assault, or in riot and murder, must depend entirely on such circumstances as the natural disposition of the parties, the feelings with which they regard one another, the temper of the lookers on, who will be the neighbouring villagers, and the object which either party may have to induce the other to commit itself by doing something which will render it amenable to criminal proceedings.

These Chitta papers are admitted to be nothing more than a simple record of the area of land actually dug by the factory coolies, so that, as was admitted to me by the European Assistant, the coolies are in reality the authority by which the boundary of the factory lands is for the time determined, and they are, so far as I can gather, mainly, if not entirely, guided in their operations by the amount of opposition with which they meet from the owners of land in the vicinity of the chur lands. One proof of this is that the point at which the coolies were summarily stopped by the recent attack of the ryots is now in the Factory Chitta papers, drawn up since the occurrence, recorded as the limit of the Factory lands in that part of the chur for this year.

their own interests by making their objections known on the spot. When once the parties are brought face to face in such a way, whether the meeting will terminate in a mere successful protest, in a verbal altercation, in a petty assault, or in riot and murder, must depend entirely on such circumstances as the natural disposition of the parties, the feelings with which they regard one another, the temper of the lookers on, who will be the neighbouring villagers, and the object which either party may have to induce the other to commit itself by doing something which will render it amenable to criminal proceedings.

From E. GREY, Esq., Magistrate of Nuddea, to the Commissioner of the Nuddea Division.—(No. 174, dated the 21st April 1864.)

I HAVE the honor to acknowledge receipt of a letter, No. 2188 of 4th instant, from the Secretary to the Government of Bengal, forwarded with your letter No. 612 of 15th idem.

2. I wish, with your permission, to make a few remarks with reference to paragraphs 10 and 11 of the letter from Government, which, if left unnoticed by me, would, I submit, tend to injure my character as a Public Officer, and more especially as Magistrate of this District.

3. In paragraph 11 His Honor the Lieutenant-Governor remarks that I "should not have stated" that force is occasionally employed to induce unwilling ryots to enter into engagements with the factory "when it is to be inferred from the context of his (Magistrate's) report that his enquiry on the spot has failed to bring to light any proved instance of forcible coercion."

4. With reference to this remark I beg most respectfully to point out that the omission of the words which in my report precede the sentence quoted by His Honor gives to that sentence a stronger meaning than it really bears in my report. My words were as follows: "*there is reason to suppose* that the energy of the Company's servants is not confined to the use of words but that force is occasionally employed, &c." I think that His Honor will find no difficulty in assenting to the truth of my assertion that a great difference exists between a positive statement that force is occasionally employed and a declaration of my belief that the employment of such force may be reasonably supposed to occur occasionally.

5. In making this declaration I did no more than state an opinion which is, I submit, justified by the evidence given before the late Indigo Commission. In paragraph 7 of his Minute on the report of the Indigo Commission His Honor the Lieutenant-Governor of Bengal remarked as follows:—

"The evidence taken by the Indigo Commission fully proves that the 'habit' (*viz.*, that 'of obliging ryots to receive advances and adopting other illicit means to compel them to cultivate Indigo') denounced on 22nd May 1810 was still the habit of 1859." His Honor also stated that the "*sole* cause of all such offences is the system under which Indigo is required without paying nearly the cost of its production to the ryot."*

* See also paragraphs 45, 46, and 66 of the Minute.

The system which was in force in 1859 is now again introduced in 1864. The cause being in acknowledged existence is it unreasonable to suppose that the effect may also result? But putting conjecture aside, I may remark that four convictions of the Bengal Indigo Company's factory servants on the charge of using force to compel the ryots to sow have been made during the last two months in the Bongong Sub-Division.

6. I trust that on consideration His Honor will not refuse to do me the justice of stating my words as they were written instead of allowing them to stand as quoted by His Honor.

7. In paragraph 11 His Honor remarks that "there appears to be nothing to justify the conclusions arrived at by the Magistrate as set forth in the 6th and 7th clauses of the 14th paragraph of his report, and that the reasons assigned in the 16th and 17th paragraphs for the assumption that the factory workmen had encroached to some extent upon the ryots' lands and thereby offered grounds for their aggressive conduct in the matter, are altogether inconclusive."

8. The conclusion recorded in the 6th clause above-mentioned was "that the ryots had an

impression" (unfounded though it might have been) "that coercive measures with a view to force them into Indigo contracts were about to be adopted." This conclusion was founded upon the reiterated statements of the ryots themselves, and the universal belief in neighbouring villages that the outbreak was caused by an attempt on the part of the factory to seize certain of the Ramnuggur ryots. I did not state the precise grounds upon which I founded my conclusion, because I was instructed in letter No. 1492 of 7th March, that my enquiry was "not intended to be of a judicial character."

9. The conclusion expressed in the 7th clause is that "in the cultivation of the chur lands the factory people's proceedings were quite sufficient to excite the hostility of the ryots and to afford them a pretext for complaint against the factory." The reasons for my conclusion that the ryots' lands were encroached upon, which reasons are condemned by His Honor as altogether inconclusive, were shortly as follows:—

1st.—The "appearance and position" of the lands.

2nd.—The uncertainty as to the exact limits of the factory lands.

3rd.—Statements of the Ramnuggur ryots.

10. Considering that I had, when I wrote the report, personally examined the ground where the coolies were attacked, and that my conclusion was founded upon what I myself saw of the appearance and position of the lands, I must confess to a feeling of surprise when I found my conclusion, which was based on ocular demonstration, declared to be "an assumption" founded upon "altogether inconclusive reasons." I did not feel it necessary to enter into further details as to the position and appearance of the land, because I was under the impression that credit would be given to my statement that the examination of the ground justified me in my conclusion. As Magistrate of the District I most respectfully submit that my statement on this point was entitled to greater weight than has been allowed to it.

11. I will, however, give as briefly as possible the details on which my conclusion was founded. The chur lands consist of a long narrow strip on the bank of the river. Immediately adjoining these lands are the lands of the Ramnuggur and Koomree ryots. At the spot where the attack on the coolies took place the breadth of chur land cultivated by the factory last year was four kattas. The breadth of land dug by the factory coolies this year is thirteen and a half kattas according to the factory papers. Therefore a breadth of nine-and-a-half kattas in excess of the land cultivated by the factory last year has been dug by the coolies this year. The question arises whose land is this nine and a half kattas? On looking at the measurement papers of the factory of last year it will be found that the boundary of the factory lands on the side away from the river is stated to be "Modhoo Ghose's uncultivated (potit) land."*

* This fact I have ascertained since my report was written.

Considering that in no other place near that spot is the breadth of the cultivated factory land so much as thirteen and a half kattas, that it was at this spot that the coolies were attacked, that Modhoo Ghose was himself, according to the witnesses examined, the chief actor in the outrage on the Ameen, and that he is, according to the factory papers themselves, the "defecto" owner

of the excess land dug this year by the factory, I can come to no other conclusion than that which I have already recorded. I may mention that the lands immediately adjacent to Modhoo Ghose's land abovementioned are held by himself and one Potiram Ghose, and that an examination of these lands, which are cultivated with vegetables, raised a strong suspicion that they had been encroached upon to some extent by the coolies of the factory.

12. The above remarks apply to the "appearance and position of the lands."

As to "the uncertainty of the exact limits of the factory land" I will only remark that no one of the factory servants, not excluding the Manager himself and the European Assistant, has been able to give me any further proof of these limits than that afforded by the Chitta papers. These Chitta papers are admittedly nothing more than a simple record of the area of land actually dug by the factory coolies, so that, as was admitted to me by the European Assistant, the coolies are in reality the authority by which the boundary of the factory lands is for the time determined, and they are, so far as I can gather, mainly, if not entirely, guided in their operations by the amount of opposition with which they meet from the owners of land in the vicinity of the chur lands. One proof of this is that the point at which the coolies were summarily stopped by the recent attack of the ryots is now, in the factory Chitta papers drawn up since the occurrence, recorded as the limit of the factory lands in that part of the chur for this year. I say nothing as to the *rights* of the two parties. In my report I said that these measurement papers give no certain grounds for a decision on this point, and I can only repeat this statement. But that the ryots should regard possession and right as the same thing is scarcely surprising, and the probability that the owner of lands which were recorded last year by the factory as belonging to him should object when these lands are taken by the factory coolies, amounts, I think, to a violent presumption.

13. It is greatly to be wished that some definite system in regard to these chur lands should be established in the place of the present haphazard method.

14. In conclusion I have to request that you will do me the favor of forwarding copy of this letter to Government, with my respectful request that it may be treated as part of the report already submitted, and copy of it forwarded to the same quarters as those to which copy of the previous correspondence has been sent, with such remarks as may be deemed fitting.

It is of importance that no false impression as to "animus" in the matter on my part should wrongly gain ground, and I respectfully submit that I have some reason to complain of the error which has occurred in the quotation of my remark to which His Honor refers in the 11th paragraph of his letter, and of the somewhat scanty reliance which has been placed on my statements, which were recorded as the result of an enquiry made avowedly, and in obedience to orders, in an extrajudicial manner.

P. S.—I enclose a rough sketch of the ground for reference.

From the HON'BLE A. EDEN, Secretary to the Government of Bengal, to the Commissioner of the Nuddea Division,—(No. 514T., dated Darjeeling, the 4th June 1834.)

I AM directed to acknowledge the receipt of your letter No. 70, dated 5th ultimo, with enclosure, and in reply to request that the Magistrate of Nuddea may be informed that the Lieutenant-Governor entirely exonerates him from any imputation of bias against the planters. He made assertions without stating the grounds of the conclusions at which he had arrived. He has now stated those grounds, and if he had not omitted to do so in the first instance, the remarks to which he takes exception would not have been made.

2. A copy of this letter, and of the one to which it is a reply, has been forwarded to the Landholders' and Commercial Association for information in continuation of previous correspondence.

From the HON'BLE A. EDEN, Secretary to the Government of Bengal, to the Secretary to the Landholders' and Commercial Association,—(No. 513T., dated Darjeeling, the 4th June 1864.)

I AM directed by the Lieutenant-Governor to acknowledge the receipt of your letters dated, respectively, the 14th April last and 3rd ultimo, in which you reply to the Officiating Secretary's letter No. 2188, dated 4th April, on the subject of the disputes between the Bengal Indigo Company and their ryots, and in which you offer on the part of the Association certain observations bearing generally on the subject of Indigo cultivation.

2. The main point contended for by the Association is that the cultivation of Indigo at six bundles per Rupee is profitable to the ryot, because, though he may not know it, it is in accordance with the English four-course system of rotation of crops, a system which has in that country been found profitable alike to landlord and tenant. It is argued that the Indigo crop takes the place of the fallow as the clover crop does in England. This is a novel and important view of the subject which demands careful enquiry and discussion. The Agricultural and Horticultural Society will be asked to report on it, and the Lieutenant-Governor will be glad to receive from the Association an account of any actual experiments made by individual planters in order to test the correctness of the theory now advanced.

3. But the applicability of the English system of farming to this country is scarcely relevant to the questions immediately arising out of the present system of Indigo planting in Bengal; for the Association admit that the benefit which they believe the ryot to derive from sowing Indigo is one which is altogether unrecognized by, and unknown to, the ryot, and is even very partially known to the planter. Moreover, it is not left to the cultivator to choose what land he is to sow with Indigo, but the planters' servants choose the land, and it is very generally stated that they choose the best land the ryot has without reference to any particular system of cropping. It is also by no means clear that the Indigo crop represents the English clover crop in the effect which it has on the soil. The ryots certainly object to it under a belief which may or may not be mistaken that it exhausts the soil more than any other crop.

4. What the Association desire to impress upon Government is apparently this, that a crop to which the ryot unquestionably, for some

reason or other which it is unnecessary here to attempt to define, has a very great dislike, and which he believes to be a most unprofitable crop, is really one which is, indirectly and unknown to himself, exceedingly profitable and beneficial to him; and the remedy which the Association suggest for the feeling of antagonism and suspicion from which such breaches of the peace, as that which led to this discussion, generally arise, is that "the Officers of Government to whom the Ryots look for advice should explain to them the benefit of observing a systematic rotation of crops, and should show them that Indigo grown in proper proportion and in due rotation would come in the place of the fallow, and would be an addition to the general returns from their holdings." This is a proposition which on reflection the Members of the Association must surely acknowledge to be inadmissible. The Lieutenant-Governor freely admits that it is the duty of the Government to promote the general dissemination of sound knowledge in Agriculture no less than in other Departments of science and art, and he has endeavoured to act upon that view; but, even supposing that the principle of rotation observed in England is applicable to the soil and climate of Bengal, and that Indigo is a crop which can take the place of clover as a substitute for fallow in such rotation, the interference of the Officers of Government in the manner suggested by the Association would be open to great objection. Such a course would involve an entire abandonment of that policy of non-interference by which the Government has hitherto been guided in this long and unfortunate dispute between ryot and planter, and a strict adherence to which has been more often urged upon the Government by the Association than from any other quarter. The Bengal ryot is not slow to learn what is and what is not profitable to him, and if on such a question he will not follow the advice of the planter who may be supposed to have some knowledge of Agriculture, he will not willingly follow the advice of a Government Officer who pretends to no such knowledge. Advice unwillingly followed is but another name for compulsion.

5. There is nothing whatever in the correspondence which would in any way justify the Lieutenant-Governor in modifying the opinion expressed in the Officiating Secretary's letter* of the 4th April last. It is admitted by the Manager of the Bengal Indigo Company's Factories that he has by pressure of one sort or another induced many of the ryots having business with the factory, whether tenants or not, to give up written contracts under which they were to be paid 4 annas per bundle of Indigo, to one under which they are to be paid 1 Rupee only for six bundles, and to agree that these terms should be in force for a specific period of ten years. Obviously no person would surrender a contract on comparatively favorable terms for one on unfavorable terms except under pressure, or in return for other consideration. The pressure in the case of the tenants is admitted, in this instance, to have been threats to enhance the rents; the consideration is said to have been an agreement not to raise the rents for ten years. In the case of cultivators, not tenants of the Company, the pressure apparently was a threat to put in execution a number of old decrees against the ryots held by the factory, the consideration was that they should receive

half the price of the Indigo they grew, the other half going to liquidate the outstanding decrees. Admitting the pressure to be legal it merely confirms what the Lieutenant-Governor said in paragraph 5 of Mr. Cockerell's letter above referred to, that "the men were compelled to engage in a losing business by threatening them with the enforcement of what may be a legal demand of a totally different kind." It only remains, therefore, to test the value of the consideration, and this depends entirely upon the precise terms of the contracts made by the Bengal Indigo Company with their ryots, no specimen of which has been laid before the Government. If the contract distinctly provides that so long as the ryot grows a certain quantity of Indigo according to his agreement and for the full currency of the contract, the planter is bound not to enhance rents in the case of tenants on any of his lands whatever the crops sown may be, and not to put in execution the decrees held against other cultivators, then unquestionably the ryot has received a consideration which will, to a certain extent, account for his agreeing to change the terms of his previous contract. It would be satisfactory to be told that the contract does clearly recognize the liabilities of both parties, especially as from a contract which has been submitted to the Lieutenant-Governor in connection with another factory the liabilities of the ryot are set forth, while the liabilities of the planter in consideration of which it is alleged that the contracts were made are completely ignored, and there is nothing whatever but the personal good faith of the individual planter to prevent the ryot, so far as his own liabilities are concerned, from being placed, after he has signed the contract, in precisely the same position in which he was before. Admitting the good faith of the particular planter making the contract, it is clear that his interest in the factory may determine, or in the case of a Manager, he may be removed at any time and his successor may refuse to recognize any liabilities not recorded on the face of the contract. On the other hand the Lieutenant-Governor observes that the Ryot not only binds himself but his heirs to grow a certain quantity of Indigo and sell it at a certain rate for a period of ten years.

6. But it is not necessary to discuss these details further, neither need it be considered at length whether anything has occurred to make a rate of payment for Indigo which was universally admitted to be unprofitable in 1860 profitable now. It is enough that the ryot considers the rates unremunerative, and that he would not sow Indigo on the terms offered if he were not compelled to do so by pressure, legal though it be. What the Lieutenant-Governor desired to point out was that it would be found in the long run commercially unprofitable to employ pressure, legal or otherwise, to make men grow crops they do not want to grow, and sell them at prices fixed in advance for ten years by the purchaser himself without any reference to market rates; and His Honor is gratified to observe that in this view the Association concur.

7. I am to take this opportunity to forward * No. 70, dated 5th ultimo, herewith, for the information of the Association, copy of a letter* from the Commissioner of Nuddea, submitting an explanation from

Mr. Grey in regard to certain points noticed in
 * No. 514T., dated 4th instant. Mr. Cockerell's letter
 alluded to above, with
 the reply* thereto, and to state that your letter,
 dated 3rd ultimo, on the rent question, will be
 answered hereafter.

From the HON'BLE A. EDEN, Secretary to the Government
 of Bengal, to the Secretary to the Agricultural and Horti-
 cultural Society,—(No. 515, dated Darjeeling, the 4th
 June 1864.)

I AM directed by the Lieutenant-Governor to
 forward, herewith,
 a copy of the cor-
 respondence noted
 in the margin, and
 to request that the
 Society will be so
 good as to take into their consideration the subject
 of rotations of crops in Bengal, with reference
 specially to the theory advanced by the Land-
 holders' and Commercial Association, that the
 cultivation of Indigo on certain terms though
 apparently unprofitable for the ryot is really not
 so, because it is in accordance with the English
 system of rotation, and because Indigo takes the
 place of the fallow as the clover crop does in
 England.

From H. L. DAMPIER, Esq., Commissioner of the Nuddea
 Division, to the Officiating Secretary to the Government
 of Bengal,—(No. 67, dated the 29th April 1864.)

IN continuation of my letter No. 50, dated 6th
 instant, I have the honor to submit copy of a
 letter from the Sessions Judge of Nuddea,
 No. 60, dated 13th instant, enclosing copy of his
 charge to the Jury in the case of Government,
versus Modhoo Ghose and fourteen others, charged
 with affray and culpable homicide of a servant of
 the Bagadangan Factory.

2. I can only repeat that it is difficult to
 imagine a case in which a conviction might have
 been expected with greater confidence. The Judge
 is of opinion that the verdict of not guilty "was
 directly against the evidence adduced in the case."
 The majority of the Jury, who returned the verdict
 of acquittal, did so, stating that they could not rely
 on the evidence for the prosecution. The Judge
 himself "saw no reasonable grounds for suspect-
 ing it."

3. It has been mentioned to me that in pro-
 nouncing the evidence to be unreliable the Jury
 were influenced by their knowledge that in the
 course of the Police enquiry it was stated that one
 of the factory coolies, who was last seen in the
 hands of the villagers, was missing, and that after
 some search for his body information was received,
 which led to the coolie being traced to Raneeg-
 unge, whence he was brought back by the
 Detective Inspector. The Magistrate has not
 distinctly stated with what object this man went
 to Raneegunge, and whether he left the Baga-
 dangah neighbourhood before the riot, or after
 being present at it. Be that as it may, I under-
 stand that no reference to this coolie was made in
 the evidence produced before the Sessions Court.
 If, therefore, the Jury, having before them evi-
 dence on which they would otherwise have relied
 with perfect confidence, as the Judge did, disre-
 dited it in consequence of what they had heard
 regarding this coolie, it is clear that they had
 made up their minds to their verdict before they
 had heard the evidence, and the trial was a waste
 of time.

4. The Judge is of opinion that "in cases of
 this nature, where the minds of the natives of the
 place are liable to much excitement, and possibly
 bias," there is "an absolute necessity of some
 provision in the Law by which a special Jury
 might be empanelled." In his report on the
 working of the Jury system No. 121, dated 16th
 June 1863, my predecessor gave an opinion to the
 same effect.

5. My own opinion is entirely in accordance
 with these. In the Nuddea District the relations
 between Indigo Planters and the Native Cultiva-
 tors are the absorbing subject of interest. Pro-
 bably every man on the Nuddea Jury List in
 private life avows openly the side he takes in the
 question, and that he feels strongly on the sub-
 ject. Every incident in the struggle is anxiously
 watched. The intelligence of the occurrence of
 any collision, or of the institution of any impor-
 tant case between the two parties before the
 Magistrate or the Police immediately spreads
 through the District, and especially to that part
 of it close to the Sudder Station within the radius
 of the Jury List; the progress of the proceedings
 is closely watched and discussed; and when the
 trial comes on and the Jurymen are summoned,
 (necessarily by lot,) he goes into Court with his
 feelings worked up and thoroughly impressed with
 the view of the case taken on hearsay among his
 own immediate circle of acquaintance. It is too
 much to expect that a man so situated, even with
 the most conscientious intentions, would form an
 unprejudiced opinion founded entirely on the
 evidence produced at the trial. How the existing
 bias is made the most of by Counsel is illustrated
 in the following extract of a letter from an Officer
 of experience: "This is rendered apparent by
 the endeavors invariably made by defendant's
 Counsel in all cases (whether arising between
 planter and ryots, or not having the remotest
 concern with either party) to connect the prosecu-
 tion in some way or other with Indigo, and thus
 work upon the well known prejudices of the one
 class who compose the Juries."

6. As to instances in which there has been a
 failure of justice in consequence of the bias of
 Juries in the Nuddea District cases are necessarily
 rare in which it can be positively pronounced that
 there was no room whatever for doubt. But I
 think it may safely be said that on the trial of the
 Koomree rioters no Jurymen of ordinary intelli-
 gence would have acquitted if he had gone into
 Court without having heard of the case before and
 without having taken any interest in Indigo
 matters, and if he had formed his conclusions
 solely on the evidence there produced.

7. The following case illustrates strikingly
 that no evidence can be conclusive enough to
 induce a Nuddea Jury to convict against their
 own bias:—

Mr. Chardon, on the part of Mr. Kenny	} <i>Prosecutor.</i>
Hazaree Sheikh and Gris Chunder Mozoomdar	
	} <i>Defendants.</i>

The first defendant was made over by the
 Moonsiff of Chooneaparah on a charge of forging
 and filing a mowrassy pottah purporting to be
 signed by Mr. Tripp. The document was proved
 to be a forgery by the evidence of Mr. Tripp, Mr.
 Chardon, and Mr. Kenny, and by evident signs
 of imitation observable in the English signature
 and heading. This was further corroborated by
 an attested copy of the original pottah granted to

the defendant, which was regularly entered in a book, and by the testimony of the writer of the pottah, and any possible doubt which might have remained was entirely removed by the discovery of the genuine original pottah in the possession of the defendant, when the Officer, who was investigating the case on his own motion, searched the house and papers of the accused. This document corresponds with the copy-book, and it was perfectly obvious that the forged pottah had been prepared from it by tracing over the English characters, for every stroke coincided precisely, and consequently there could have been no possibility of collusion or trickery, even if the search had been made on the application or with the knowledge of the opposite party, which was not the case. The second defendant appeared as a witness both before the Moonsiff and the Deputy Magistrate to prove that the forged pottah had in reality been dictated by him and signed by Mr. Tripp in his presence, and given to Hazaree Sheikh by himself whilst he was employed as Naib of the Concern. It was proved by Mr. Tripp and other witnesses that he was not employed as Naib at the time, but had been discharged several days previous to the date of the pottah. This circumstance was further substantiated by the production of a letter of Mr. Tripp to Mr. Kenny recording his dismissal, which was duly entered in the factory copy-book of letters. While the fact of the pottah (which the defendant had deposed to be genuine) being established to be a forgery laid him open to the charge of having wilfully made a false statement. The Jury, however, contrary to the summing up of the Judge, seem to have ignored the evidence altogether and acquitted both the defendants.

8. On this case the Magistrate observed: "The Judge appears to have been convinced of defendant's guilt; the trial lasted for three days, the Jury returning to their houses each day. There can be little doubt that the acquittal was owing to prejudice connected with Indigo cultivation."

9. Legislation appears to be urgently required empowering Judges to empanel special Juries, even from other Districts, when moved so to do by the Magistrate of the District on the part of Government.

From RIVERS THOMPSON, Esq., Officiating Judge of Nuddea, to the Commissioner of the Nuddea Division,—
(No. 60, dated the 13th April 1864.)

I HAVE the honor to forward to you a copy of my charge to the Jury in the case noted in the margin, as required by your letter No. 35, dated 6th instant.

GOVERNMENT
versus
Modhoo Ghose and
fourteen others.

I am of opinion that the verdict of not guilty was directly against the evidence adduced in the case. I was prepared for a conviction of three of the defendants (Nos. 1, 5, and 7) on the charge of voluntarily causing grievous hurt to the deceased, Rammohun Banerjea, and against the rest of having committed the offence of rioting.

The investigations by the Police were satisfactorily conducted. Information was given at the Police Office at Hanskhally on the afternoon of the day on which the disturbance took place in the village of Koomree, and the Police reached the spot the same evening.

I found no reason for complaint against any of the proceedings of the Officiating Joint Magistrate who committed the case to the Sessions

Court. It would have been more satisfactory if the Hanskhally Darogah had been sent in to give his evidence in the case, for he was the Officer who first received intimation of the riot, and conducted the first enquiries in the matter. The Court was also put to some inconvenience from the absence of any plan or sketch of the locality. I propose to communicate with the Magistrate on the necessity of having a plan made by the Police hereafter in cases of this nature.

The majority of the Jury who returned the verdict of acquittal did so with the expression that they could not rely on the evidence for the prosecution. I saw no reasonable grounds for suspecting it myself.

The Jury List of this District is not in a satisfactory condition. The ten mile area which the orders of Government prescribe for the selection of the Jury is, in my opinion, too limited. On this subject, and on the general one of trial by Jury in this District, I have already communicated my views to the High Court. I may mention that in cases of this nature and others where the minds of the natives of the place are liable to much excitement and possibly bias, there is, in my judgment, an absolute necessity of some provision in the Law by which a special Jury might be empanelled.

CASE OF GOVERNMENT

versus

MODHOO GHOSE AND FOURTEEN OTHERS.

Affray with Culpable Homicide.

To the Jury.

THERE are three charges against all the prisoners in Court. The first is under Section 148 of the Penal Code, and refers to the offence of rioting; the second is under Section 304, and charges them with the culpable homicide of Rammohun Banerjea; the third under Section 325, with having voluntarily caused the said Rammohun grievous hurt. The two last Sections are made applicable to all the defendants by Section 149.

According to the evidence for the prosecution it appears that early on the morning of the 14th Falgun last a number of coolies were working on the nijabad lands belonging to the Bagadangah factory, situated in the village of Koomree. The deceased, Rammohun Banerjea, (who was a Factory Ameen,) was superintending the work, accompanied by Luckun Khalassee. They were joined shortly after by the Dewan, Dinonath Mookerjee, and two Peyadas, who gave some orders about the work, and then proceeded to the village, to the house of Anund Biswas, where they found Jodoonath Banerjea and some other people. They had sat down to smoke in the verandah of the place, when a great noise was heard in the direction of the field from which they had just come. Upon this the Dewan, it is alleged, gave orders to Luckun Khalassee to go outside and see what was the matter. This man returned in a short time and reported that a crowd of people had collected in the mât and were attacking the factory coolies, some of whom had made their escape to the opposite side of the river. It is not very clear from the evidence whether any attempt at flight was contemplated by the Dewan's party, for the statements of the witnesses

vary upon this point. It is scarcely, however, of any material consequence, as the events which followed are clearly deposed to by all the witnesses, and are to the effect that a crowd of villagers, numbering some 100 or 125 men, armed with lathes, made their way almost immediately after to the house where the Dewan and other factory servants were seated and at once began abusing the Dewan for daring to attempt the cultivation of Indigo on their side of the river. The abuse was followed by blows, in which it is said the Dewan received a severe contusion on the forehead, and after being struck by three of the rioters he only managed to escape within the house on the interposition of the deceased, Rammohun Banerjea, who remonstrated with the men for assaulting a Brahmin. The evidence goes on to show that the Dewan was followed inside the house by a large number of the villagers. In the meantime the assault was continued upon Rammohun, the Ameen, who was knocked down from the verandah after three blows, and then carried off by two of the defendants.

The Dewan and the two Peadahs (who had sought refuge inside the building) were dragged outside, and the two latter, after having their hands tied, were taken away with the Dewan to the village of Ramnuggur, and were there released on the intelligence being brought that Rammohun Banerjea had been killed and his body thrown down in the cow-shed belonging to the witness Shobdan Sheikh.

The Dewan, as soon as he regained his liberty, made his way to the Hanskhally Thannah on horseback and reported what had happened, and it appears that the two Peadahs had likewise gone off on the same errand. The Police arrived on the spot the same afternoon, and having sent in the body of the deceased Ameen to the Sudder Station commenced the investigations, which have resulted in the committal of the defendants before you to this Court.

Such briefly are the material facts of the case as sworn to by the prosecution. They have been deposed to in a clear and consistent manner, and are supported by many collateral circumstances. Thus we find a general admission by all parties that the place in question was a scene of serious disturbance on the date referred to. We have the fact that the Police were on the spot on the same afternoon, that notice had been conveyed to the proper Authorities without any delay, and we find, by the Medical Officer's testimony, that the death of Rammohun was the result of violence; and I would specially draw your attention to one part of his statement that a mark of injury was discovered on the deceased's hand, between his thumb and forefinger, which corroborates exactly the description given by the witnesses of the manner in which the deceased had received a blow in his hand in attempting to intercept the attack upon the Gomashtah.

As questions of fact I must leave this part of the case entirely in your hands; you have to decide upon the evidence submitted to you whether any such occurrences took place as are deposed to by the witnesses for the prosecution; and secondly, the more important point whether any or all the defendants in Court were the persons who committed the offences charged against them.

I will briefly draw your attention to these charges.

The first, as before stated, refers to rioting. The definition of this is given in Section 146 of the Penal Code and shows that where force is used by any unlawful assembly or by any member thereof in the prosecution of a common object, the offence of rioting has been committed. The meaning of an "unlawful assembly" is given in Section 141 (read over to the Jury). You will see that an assembly of five or more persons is designated an unlawful assembly if the said persons met together have in view a common unlawful object of any of the descriptions given in the clauses succeeding the Section quoted. We have in the case before us a large amount of evidence to show that there was an assembly of more than 100 villagers from the village of Ramnuggur; that generally they were armed with lathes; that the common object they had in view was to turn the factory people out of the place; that with the immediate purpose of carrying into effect the common object referred to they first attacked the coolies who were working on the factory lands and dispersed them; and that subsequently they proceeded to the village of Koomree and committed a most violent outrage upon the Factory Dewan and his companions. It is for the Jury to examine the evidence and say whether the defendants in Court are guilty of these acts. If you have no reasonable doubts of the truth of the statements made by the Dewan and the other witnesses, (and I see no reason why you should distrust their evidence,) a very strong case is made out against the accused. (The Court here read out the parts of each witness' statements as it affected the different prisoners). It was added "the majority of the witnesses who have given evidence were previously acquainted with all the defendants in Court, some of them resided in the same or in the neighbouring villages. The occurrences took place in broad day-light, and, except as regards the depositions of the witnesses Arizoolah Sheikh and Kulum Sheikh, who admit that they have no previous acquaintance with the villagers, I see no reason why you should reject the evidence which has clearly identified and named the prisoners in Court as concerned in the riot.

The second charge in the calendar is under the concluding portion of Section 304, and is brought also against all the accused, viz., that they have committed culpable homicide by causing the death of Rammohun Banerjea, the act being done with the knowledge that it was likely to cause death, but without any intention to cause it. There can be scarcely any contention as to the fact that Rammohun Banerjea met with a violent death at the time and place referred to. The Police investigations on the spot on the same evening, and the testimony of the Medical Officer, who made the *post mortem* examination of the body, fully confirm this: now, there is strong evidence in the case to show that the persons who actually assaulted the deceased were the defendants Modhoo Ghose No. 1, Kilaram Ghose No. 5, and Gridhur Ghose No. 7; a fourth person is also said to have struck Rammohun, but apparently he has evaded arrest; we have also evidence to show that when Rammohun fell down from the effects of the blows he had received, Modhoo Ghose (No. 1) and Gridhur Ghose (No. 7) picked him up from the ground, carried him to a short distance, and deposited the body in a cowshed close by belonging to the witness Shobdan Sheikh. It is not urged against the accused that they have

intentionally caused the death of the deceased, but that the act was done with the knowledge that it was likely to cause death. The weapons said to have been used by the defendants in the affray were lattees; they were used directly against the deceased, but in the midst of much confusion and disturbance, and the blow which seems actually to have caused the fatal injury was one which fell upon the left side of the unfortunate man and appears to have ruptured his spleen. And here I think the medical evidence in the case is certainly in favor of the accused. The Assistant-Surgeon has deposed that the spleen of the deceased was very much diseased from previous illness, and he has pointedly stated that, judging from the external marks of the bruise, he was certainly of opinion that the blow inflicted, which ruptured the spleen in this instance, would not have done so in the case of a person in good health. I have brought all these points before you that you may more easily arrive at a decision on the question whether the act by which death resulted here (if you hold those acts to be proved) was done with the knowledge that it was likely to cause death.

But I would further point out that all the defendants are indicted under this Section referring to culpable homicide by Section 149 of the Code. This is to the effect that every member of an unlawful assembly is to be deemed guilty of any offence committed by any member of such assembly if committed in prosecution of a common object, or such as the members of the assembly knew to be likely to be committed in prosecution of that object. Now, before you can implicate all the persons who are said to have joined in this riot under a charge of culpable homicide, you must satisfy yourselves clearly that the killing of Rammohun Banerjea, or the killing of any of the factory people, was the object with which that assembly set out, or the object which suggested itself to them afterwards when the disturbance began. If such an offence was wholly beside the common object of the rioters it cannot be imputed to all. If twenty men set out with the object of firing their landlord's grain golahs, but only one person actually put the fire to the place, all will be held jointly liable, as the object in view was a common one. The nature and object of the assembly must decide what acts done by one member becomes the acts of the whole body, and if such community of object is not found as regards the homicide of the Factory Ameen, you cannot make all the defendants liable under Section 304.

As regards the third charge of voluntarily causing grievous hurt I need add very little. There is, as I have said, strong evidence against three men of having struck the deceased with lattees. Failing a charge of culpable homicide you cannot set aside the charge under Section 325 against those three defendants if you believe the evidence for the prosecution.

It is a matter of much regret that cases of this kind are so common in this country, and I may say especially in this District, where the feeling between planters and ryots is still one of great hostility. You have heard from the defendant's Vakeel a long statement of the oppressions of planters, based upon some evidence that has been adduced for the defence, that efforts had been made just before these occurrences to force upon the ryots of Ramnuggur advances for the cultivation of Indigo. Even if such was the case, it does not justify in the least the resort to such proceed-

ings as have been deposed to in this trial. The ryots throughout the country are, by this time, perfectly well aware that the acceptance or refusal of Indigo advances are matters perfectly within their own power and will, and what we have before us in this instance is the undisputed fact (for I have not heard it questioned throughout the trial) that the factory servants were engaged upon lands with which the ryots of Ramnuggur have no more right to interfere than you or I, and if upon any general notion that Indigo cultivation is objectionable they interfered in this case to prevent that cultivation where the planter had a full right to adopt it, they are certainly very seriously culpable and are liable to punishment.

(Sd.) RIVERS THOMPSON,
Officiating Sessions Judge.

The 31st March 1864.

FINDING.

A majority of the Jury, consisting of 4 out of 5, find that Modhoo Ghose, Pitambur Doss, Burra Gridhur Ghose, Omesh Ghose, Kilaram Ghose, Surroop Doss, Chota Gridhur Ghose, Tajoo Mundul, Sreeram Doss, Motee Lall Ghose, Loharam Doss, Nosiram Ghose, Motee Mundul, Darick Ghose, and Bishonauth Ghose are not guilty of the offences specified in the charge, namely, that Modhoo Ghose, Pitambur Doss, Burra Gridhur Ghose, Omesh Ghose, Kilaram Ghose, Surroop Doss, Chota Gridhur Ghose, Tajoo Mundul, Sreeram Doss, Motee Lall Ghose, Loharam Doss, Nosiram Ghose, Motee Mundul, Darick Ghose, and Bishonauth Ghose—*firstly* being members of an unlawful assembly in prosecution of their common object committed the offence of rioting, being armed with sticks which, used as weapons of offence, were likely to cause death; *secondly*, that they, in prosecution of the common object of the aforesaid unlawful assembly, committed culpable homicide not amounting to murder causing the death of Rammohun Banerjea, the act by which death was caused being done with the knowledge that it was likely to cause death, but without any intention to cause death or to cause such bodily injury as is likely to cause death; *thirdly*, that they have voluntarily caused grievous hurt resulting in death to the aforesaid Rammohun Banerjea in the absence of grave and sudden provocation, and that they have thereby committed offences punishable under Section 148, Sections 149 and 304, Clause 2nd, and Sections 149 and 325 of the Indian Penal Code respectively; and the Court directs that the said Modhoo Ghose, Pitambur Doss, Burra Gridhur Ghose, Omesh Ghose, Kilaram Ghose, Surroop Doss, Chota Gridhur Ghose, Tajoo Mundul, Sreeram Doss, Motee Lall Ghose, Loharam Doss, Nosiram Ghose, Motee Mundul, Darick Ghose and Bishonauth Ghose be discharged.

(Sd.) RIVERS THOMPSON,
Officiating Sessions Judge.

The 31st March 1864.

From F. R. COCKRELL, Esq., Officiating Secretary to the Government of Bengal, to the Registrar of the High Court,—(No. 2819, dated the 5th May 1864.)

I AM directed by the Lieutenant-Governor to re-

quest that the Hon'ble the Judges of the High Court may be moved, when they have the question of the

To Government, No. 1027, dated 11th December 1863.

From Government, No. 5574, dated 23rd December 1863.

From Government, No. 1420, dated 3rd March 1864.

working of the system of trial by Jury before them; referred to in the correspondence marginally noted, to be so good as to take into their consideration the recent Koomree riot and homicide case tried before the Sessions Judge of Nuddea in March last, a full report of which, it is presumed, has been submitted to the Court by the Sessions Judge, and favor His Honor with their views on the subject in the report promised in your letter No. 1027, dated the 11th December last, as early as may be practicable.

From F. R. COCKERELL, Esq., Officiating Secretary to the Government of Bengal, to the Officiating Registrar of the High Court,—(No. 3018, dated the 18th May 1864.)

IN continuation of my letter No. 2819, dated the 5th instant, I am directed to forward, for the information of the Hon'ble Judges of the High Court, the accompanying copy of a letter No. 67, dated the 29th ultimo, and of its enclosure, from the Commissioner of the Nuddea Division, relative to the result of the trial in the Koomree riot and homicide case.

From H. L. DAMPIER, Esq., Commissioner of the Nuddea Division, to the Secretary to the Government of Bengal,—(No. 71, dated the 5th May 1864.)

IN continuation of my letter No. 67, dated 29th April 1864, I have the honor to submit copy of the Judge's charge in the case of Government *versus* Hazaree Sheik and Grischunder Mozoomdar charged with forgery.

2. The case appears to me to have been an undoubted instance of infamous and shameless prostitution of the powers which the State has confided to Jurymen.

3. I learn from the Judge that all the bad acquittals by Juries (some four in number) have been in cases in which Indigo Planters were concerned; in others their aid is invaluable. The power of empanelling special Juries is required.

IN CASE OF GOVERNMENT ON PROSECUTION OF E. CHARDON

versus

HAZAREE SHEIK AND GRISHCUNDER MOZOOMDAR.

Charge.—The evidence was read over to the Jury. It was explained to them that the charges against the two prisoners were distinct, the one against Hazaree Sheik being that he fraudulently and dishonestly used as genuine a document purporting to be a valuable security, knowing it to be false; and against Grischunder Mozoomdar, that in a judicial proceeding before the Moonsiff of Choneepara, and afterwards before the Deputy Magistrate of Kooshtea, he intentionally gave false evidence.

As regards the charge against the first prisoner (Hazaree Sheik) it appears that in a suit for arrears of rent before the Moonsiff of Choneepara, who has powers of a Deputy Collector, the prisoner filed the pottah marked A. in support of his defence. The prisoner does not deny the using of the document in question, and apart from his admission, the fact is most clearly established by the evidence of Jadoonath Chatterjee, the Sheristadar of the Moonsiff's Court. It remains, therefore, to ascertain and decide whether, in using the said document, which is alleged by the prosecution to be false, the prisoner knew, or had reason to believe, that it was a forged document, and that it was used with the intention to defraud.

When the pottah in question was filed before the Moonsiff, Mr. Chardon, on behalf of his employer, Mr. Kenny, appears to have represented to the Court his belief that a forgery had been perpetrated, and under Section 169 of the Code of Criminal Procedure the prisoner Hazaree appears to have been made over to the Fouzdary Court of Kooshtea for the purpose of investigation into the alleged offence. The Deputy Magistrate has committed the prisoner for trial in this Court.

The Jury will give their attention, in the first place, to the document itself marked A. If a forged document, they will at once perceive from its contents the motive for the forgery, inasmuch as it confers upon the holder certain rights in perpetuity which the alleged original pottah marked H. does not convey.

The evidence which has been brought forward to prove that the former pottah is a forgery is the direct evidence of three gentlemen, who depose on oath to the fact that the signature which the said document bears is not the signature or the handwriting of Mr. H. D. Tripp, whose name is upon it. One of the gentlemen referred to is Mr. Tripp himself, who most positively swears that the writing on this pottah is not his, and his statement is supported by the testimony of two other gentlemen, who have been for many years connected with him in business, and have thereby enjoyed unusual facilities for becoming acquainted with his handwriting, and especially his manner of signing his name.

Apart from this, I must point out to the Jury that all these gentlemen depose to the fact that such a thing as a lease in perpetuity (which the alleged forged pottah purports to be) has never been granted in their Concern to any parties since they have been connected with it, and until the prisoners can refute this statement by the production of, or reference to, any mouroossee pottah in Mr. Kenny's Zemindaree, the presumption is not an unfair one that the present document is not a genuine one.

So far there is direct evidence against the pottah filed by the prisoner Hazaree Sheikh in the Moonsiff's Court. It further appears, however, from the witnesses who have deposed in the case that, while the matter was under the investigation of the Deputy Magistrate under the direct orders of that Officer, the house of the prisoner Hazaree was searched, the result of which was that a second pottah for the same land was discovered in his possession. The circumstances under which this search was ordered, and the manner in which it was made, have been fully detailed in the evidence, and though the prisoner's Counsel has attempted to throw a doubt upon the legality of the proceedings of the Police, and has tried to insinuate that this second document had been surreptitiously introduced by some enemy into the prisoner's house, I must very strongly point out to the Jury that there is not a particle of evidence to give support to such supposition. It is to be noted, on the contrary, that till the search of the prisoner's premises no one seems to have been certain of the existence of this second pottah, no one gave information to the Deputy Magistrate on the subject, and it is due to his sagacity alone that the document in question ever came to light, and when it is found, not in any open and accessible part of the dwelling, but carefully preserved under lock and key in a box, which

it required the presence of the prisoner's brother to open, there would scarcely seem to be a doubt that it had been all along in the prisoner's possession, and was the true and original pottah which had been given to the prisoner. This point receives the fullest confirmation from a comparison of this alleged original pottah with the Kubooliut entered in the book, which is its exact counterpart. I do not suppose there can be a doubt that this book is a genuine and authentic record of the Kubooliuts received by Mr. Kenny in exchange for the pottahs given by him, for to suppose otherwise would be to suppose that this entire volume, composed of about 200 pages, regularly kept and numbered, had been covered throughout to meet the demands of the present case. It will be noted, too, that in this book, at the number which purports to be the counterpart of the prisoner's pottah, appears his own signature which, according to the evidence of two or three witnesses, was made by the prisoner himself in the presence of Mr. Tripp.

The charge against the second prisoner, Grischunder Mozoomdar, is that of having given false evidence by stating that he had given the alleged forged pottah marked A. by the order of Mr. Tripp to the prisoner Hazaree Sheik.

The prisoner Grischunder has urged in his defence that it was rather from a *look at the signature* and the date on the said pottah that he had made the statement on oath, which he admits, and if it rested on this point only, I think there might be strong grounds for believing that he had not knowingly stated what was false, for the Jury will have noticed that both pottahs A. and H. bear the same date, and the alleged forgery of Mr. Tripp's signature is a very close imitation of his writing.

But the matter does not rest on this only. It is in evidence that on the date which the two pottahs bear the prisoner Grischunder was not in Mr. Tripp's service, and both oral and documentary evidence has been submitted to prove that a fortnight previous to that date he had been discharged from his post. If this evidence is to be relied on there can be no doubt whatever that in stating what he did before the Moonsiff and the Magistrate the prisoner deposed to what he knew to be false, and therefore is liable to the penalties of Section CXCIH. of the Penal Code.

This case, the investigation of which has lasted for three days, appears to have excited a great deal of interest, and I have no doubt the Jury have heard much in connection with it outside the walls of this Court. I must invite them to confine their attention now in the decision of it to the evidence which has been adduced in the trial, and to exclude altogether, in its consideration, those prejudices which the prisoner's Counsel would excite regarding Indigo and its cultivation, about which nothing has appeared in the evidence before the Court.

(Sd.) RIVERS THOMPSON,
Officiating Sessions Judge.
FINDING.

The Jury are unanimous in finding that Hazaree Sheik and Grischunder Mozoomdar are *not guilty* of the offences specified in the charge, namely, that Hazaree Sheik has fraudulently and dishonestly used as genuine a document purporting to be a valuable security, knowing it to be false;

and that Grischunder Mozoomdar has intentionally given false evidence in a judicial proceeding, and have thereby committed offences punishable under Sections 471 and 193 of the Indian Penal Code respectively; and the Court directs that the said Hazaree Sheik and Grischunder Mozoomdar be discharged.

(Sd.) RIVERS THOMPSON,
Officiating Sessions Judge.

The 9th August 1862.

From F. R. COCKERELL, Esq., Officiating Secretary to the Government of Bengal, to the Officiating Registrar of the High Court,—(No. 3126, dated the 25th May 1864.)

IN continuation of my letter No. 3018, dated the 18th instant, I am directed to forward, for the information of the Hon'ble Judges of the High Court, the accompanying copy of a communication from the Commissioner of the Nuddea Division, No. 71, dated the 5th idem, bringing to notice another case tried by the Officiating Sessions Judge of Nuddea in which Indigo Planters were the prosecutors, and in which, in the Commissioner's opinion, there has been a gross failure of justice owing to the partiality of the Jury, who returned a verdict of acquittal against the evidence and the Judge's charge.

From H. L. DAMPIER, Esq., Commissioner of the Nuddea Division, to the Officiating Secretary to the Government of Bengal,—(No. 49, dated the 6th April 1864.)

I HAVE the honor to submit, for the perusal of His Honor the Lieutenant-Governor, copy of a letter No. 99,* which I have addressed to the Magistrate of Nuddea. Although the letter is written on receipt of a petition from certain villagers, my action in the matter has been taken rather on what I saw and heard when at Chooadangah during my tour.

2. The letter has led to a protest from Mr. A. Hills (addressed to his Agents) against my directing any Officer, except Mr. Westland, to visit these villages, as such a special measure immediately leads to the circulation of a report that the Government authorize the ryots to repudiate their contracts. I saw Mr. R. Scott Moncrieff, one of the Partners of Messrs. Gisborne and Co., on the subject, and I explained to him that I could not modify my instructions to the Magistrate to visit a portion of his own District; but I offered to write a special letter to counteract the rumours which Mr. A. Hills apprehends that the Magistrate's or Joint Magistrate's visit will occasion and I have accordingly written my letter No. 141, dated 2nd April, copy of which is annexed.

3. While this has been going on, Mr. Westland has addressed a letter to the Magistrate on the relations between planters and villagers in his Sub-Division, which also contains his views on the Indigo question at large. I annex copy of the report for perusal, if desired. Further reports have been called for on the subject of Mr. Westland's 15th, 19th, and 20th paragraphs.

4. Return of the enclosure is requested.

From H. L. DAMPIER, Esq., Commissioner of the Nuddea Division, to the Magistrate of Nuddea,—(No. 99, dated the 21st March 1864.)

I HAVE the honor to enclose copy of a petition presented by Manullah Biswas and others, of Tatooniah Daukee, a Talook of the Katchikatta Concern.

2. At Chooadangah I saw a number of the ryots from the neighbourhood and heard their verbal representations. You are requested to forward, for my inspection, the record of the cases referred to in the present petition as soon as they are disposed of on appeal or at the Sessions.

3. You will be good enough to ascertain the truth or falsehood of the statement made in this petition, that the house of Haran Biswas has been forcibly entered and documents carried off since Haran was put into Jail. If so, you will ascertain by whom and with what object this was done. If it should appear that the factory servants were in any way implicated, you will, with reference to the statements in this petition, ascertain whether advances have been taken by Haran's family, and if so, when and by whom they were taken.

4. It is stated in the petition that one Soojai Sheikh has been so maltreated that it is doubtful whether he will recover. This should also be enquired into.

5. Section 63 of the Criminal Procedure Code gives you full authority to take cognizance of these cases. You will understand, however, that my object in directing the enquiry to be made is to ascertain what is going on. If your enquiries should give reason to believe that the statements in the petition are not entirely groundless, it will still be for your consideration, with reference to the nature of the offence which appears to have been committed, whether there are sufficient grounds for proceeding under Section 68 against those implicated without a formal charge being made against them.

6. The petitioners allege that although these cases have occurred, no complaints have been lodged at the Police Office nor before the Sub-Divisional Officer. If so, you will endeavor to ascertain the cause. Judging from the temper of the villagers, I should have thought that they would lose no chance of lodging charges against the factory servants.

7. I request that you will also ascertain what is the cause of the existing relations between these villages and the Katchikatta Concern. I gather that the villagers have been positively refusing to enter into Indigo contracts. Is this so? And if any considerable number of them have entered into contracts, when did they do so, and was any higher inducement offered to them to cultivate Indigo than that which they have hitherto refused to accept? The Manager of the Katchikatta Concern will of course be given full opportunity of making any statements he may wish to lay before you on the subject.

8. It is desirable that the enquiries now directed should be conducted on the spot by an Officer of experience. I request that you will either make them yourself or entrust them to Mr. Oliphant.

9. The cases which have been instituted and the representations made show clearly that bad feeling exists here, and it is especially likely to show itself openly at sowing time. You will be good enough to explain fully to the District Superintendent of Police how matters stand, and to

give him to understand that as we have had the full warning of the state of feeling in these villages, he will be expected to take such special measures for the preservation of the peace as to prevent collisions if possible, and make it a matter of certainty that any violence which may be committed by either party will be followed by the immediate arrest of the offenders. He will observe that complaints are made against the Sub-Inspector of Thannah Alumdangah. The District Superintendent should satisfy himself whether they are groundless. I doubt whether the Assistant Superintendent's personal presence is now more urgently required at any place in his jurisdiction than in this neighbourhood; if not, he should be directed to encamp there.

10. You are requested to report on the special measures which may be taken by the District Superintendent under these instructions.

From H. L. DAMPIER, Esq., Commissioner of the Nuddea Division, to the Magistrate of Nuddea,—(No. 141, dated the 2nd April 1864.)

It having been represented to me that the local enquiry ordered in my letter No. 99, dated 21st ultimo, will lead to reports being circulated by designing persons that those who have entered into contracts need not fulfil them, I have the honor to request that the Officer who visits the spot will take the opportunity of making it known that one of the objects of his visit is to impress on the villagers that every man who has once executed a voluntary contract is bound to fulfil it and that refusal or omission to do so must lead to serious consequences, as the Courts will certainly award heavy damages for breaches of such contracts as these.

From J. WRESTLAND, Esq., Sub-Divisional Officer of Chooadangah, to the Magistrate of Nuddea,—(No. 36.)

In reply to your Circular letter No. 29 of 11th March 1864, I have the honor to forward a list of all the cases instituted in my Court this year and connected with Indigo cultivation. You will perceive that this sort of cases embraces a large proportion of the whole number instituted. The reason for that is this:—

In these limited Districts, which furnish food for the Criminal Courts, there are two factions at war with each other, the ryots and the factory; little offences continually are arising there and they are brought into Court; while in other parts of the District, where this quarrelling does not exist, these little affairs are compromised, or in some other way amicably concluded. You will observe that, with the exception of a few more serious cases, nearly all the complaints refer to cattle rescue, (a complaint made on both sides,) or carrying off by force to the factory, (a complaint made by the ryots.) With regard to the first, where the factory and the ryots are mutually well-disposed, the cattle trespass, which leads to the rescue, does not occur, or if it does, it comes to a quiet termination; and as for the second, it is evident that if the factory and the ryots are on good terms, neither will the factory oppress the ryots, nor will the ryots accuse the factory of oppression.

2. But, furthermore, these cases can only occur where the ryots and the factory can meet, namely, either in the villages immediately adjoining factories, or in those places where some of the ryots are on good terms with the factory

and have settled, and others are at war both with the factory and with their less bellicose-fellow villages. So far is this party spirit carried that a man who suffers from a petty offence waits to see if the offender be within the number of his enemies or of his friends; if the former, he complains; if the latter, he does not.

This explains why I receive no complaints from Kadempoor and such villages which are notoriously the leaders in these rows, because there the ryots have it all their own way and have no one to fight with.

3. You will find that most of the complaints come from—

1st.—Daukee and the region round about Poamaree Factory.

2nd.—Heerobaradee and the region about Kajoor Factory.

3rd.—Doodpattee, Pranpore, and the region about Locknathpore.

In each of these places the ryots have half-settled. I have no complaints from Mr. Hills' side, because either he has completely settled, or has not begun to settle at all (I talk of the time a month or two since) and the disputes in his elaka are developed under Act X.

4. I proceed now to enquire whether there are reasonable grounds for supposing that the factories oppress the ryots in any manner, and whether there is any truth in these numerous complaints regarding ryots having been carried by force to take advances.

5. When first these cases were brought before me, they were so numerous that I thought there must be some truth in them. But I must confess that now that I have tried so many of them and found that of those in which the plaintiff appeared to prosecute the greater part were palpably false, and the rest totally devoid of proofs, I changed my opinion and could not help regarding with suspicion every case of the nature brought before me. Out of all the cases brought before me up to the present date I have only had one conviction, and my subsequent experience in them leads me to fear that that case may have been only a got-up one, or at least may not have been true to its full extent. However, it was certainly wonderfully well supported, even by the factory books. I shall refer to this nature of case afterwards, and meantime only remark that inasmuch as there was no proof that the Saheb had anything to do with it, it does not form any exception to my present remarks.

6. First then, from a consideration of the individual cases, it appears that they are false.

7. But I consider also, from certain reasons, that such cases *must* be false.

8. First, the Saheb has not the power to carry off ryots in the manner alleged. The days are gone by when Planters used to surround themselves with armed lattials for purposes of both offence and defence. I have had complaints that twenty lattials attacked and carried off from the mat an old man who could not have resisted one, and I have had others that a single unarmed Tagedgeer carried off from the centre of a village two or three men and that too out of villages which I know would turn out to a man and half-kill any factory servant who came near them. The carrying a man off by force in the sight of all his friends is a matter so susceptible of easy proof that the factory would not dare to do it.

9. Several factories have been shut for some time now, and is it to be imagined that a planter would have closed his factories if he had the power and the will by force to compel cultivation? If Mr. A. Hills shut up his factory of Poamaree last year because the ryots did not come to settle, is it to be imagined that he would open it this year and compel the ryots by force to accept his terms?

10. Again the planters have no motive to compel the acceptance of Indigo advances in this manner. Though a planter brings in a number of ryots by force and makes them accept an advance and sign a contract, it is folly to imagine that they will sow Indigo. If he does give them money, they will certainly give him no return for it, and if he does not, (which is the latest edition of the complaints,) it is still more ridiculous to expect them to cultivate. It is true that a clause in the contract binds the ryot, in default of sowing Indigo, to pay a penalty of Rupees 30 per beegah, but the clause is merely nominal. It is perfectly impossible to put it in force. The cases are taken into the Small Cause Court, and the planter gets his decree, but to execute it is simply impossible, and the planter rarely recovers even his Law expenses. This is not a supposition, it is a matter of fact, and the records of any Court, at least in Chooadangah, will show how small is the chance of recovering one-tenth of the money decreed. This fact is well known both to ryots and planters, and therefore to compel a ryot to a contract of this nature is simply to throw away money, even supposing that the ryots had no means of cheating the planter out of his dues beyond remedy by law.

Thirdly, the planter has not the will to oppress the ryots in this manner. In this part of the country the planters have decrees against almost every one of their ryots, and by putting them in force they could compel the ryots to leave the country. The fact is, the end of the Indigo disputes is that the ryots are at the mercy of the planter; he could ruin them; he could drive them from their houses; he could compel them to any terms he liked, simply by executing his decrees in a legal manner. This the planters do not do; they are treating the ryots with the most undeserved compassion, giving up nearly the whole of their demands, in order that the ryots may again settle and return to the prosperity they once enjoyed. It is a monstrous absurdity to say that such gentlemen as these, whose only motive is to secure the welfare of their ryots, are treating them with violence and oppression.

11. There is only one argument which appears to lead to a different opinion, *viz.* :—If a ryot willingly accepts a contract one day, why does he repudiate it the next?

There are two answers to this objection :—

First.—I have no doubt many ryots accept these contracts for the express purpose of cheating the planter out of money. When ryots has any pressing need of money, all he has to do is to accept an Indigo contract and take the advance. I have no doubt that it is often the case that the advance having been received the ryot repents his contract. *Second.*—When a few ryots accept contracts, in many places, they become at once the objects of annoyance to their friends; in many villages such is the feeling that such a person would be regarded as a traitor and bullied till he repudiated his act.

12. But by far the most frequent way of taking contracts is this. Taking an Indigo contract is not a matter entirely independent, it is a liability attaching to the land. A village holds its lands nominally at a certain rent and without any stipulation as to Indigo, but there is a tacit understanding on both sides that that village is bound to give a certain amount of Indigo. The ryots of that village then come in a body to settle for Indigo. They offer the landlord to sow so many beegahs in the village; a bargaining then commences, not regarding the amount of cultivation required from each individual, but regarding the total amount to be supplied by the village. In former times this amount was fixed, but now it

But what about the ryots whose rate of rent is not liable to be raised by the Planter Zemindar, are they carefully excluded from the pressure of this village liability?

(Sd.) H. L. D.

requires some bargaining to re-establish the amount. The next step is to divide this entirely among the individuals, and this division is settled by the Sahab on one side and the ryots *in toto* on the other, and the contracts are then made. It is easily conceivable that a ryot may be displeased with the contract he compels himself to accept in obedience to custom, and even if the amount of cultivation contracted for were settled by his single will, it is not inconsistent in a ryot to desire to repudiate an agreement which he has made for the extinguishment of a liability, for such is the light in which he regards it.

13. I must express my conviction that the factory servants in some places practice a little *Zoolm*. They threaten the ryots and so forth, but they do not use open violence. But the ryots do not regard them, and they have very little influence in the course of affairs. I am sure no one would be more ready than the planter to punish the small oppressions of these men.

14. The outbreaks between the factory and the ryots arise not from illegal oppression but from the exercise of legal right. The execution of legal process, the impounding of cattle, the measurement of lands, these are the causes, which, in a quarrelsome region, collect the ryots and cause serious breaches of the peace, and I could mention villages where the very sight of a factory servant is sufficient to collect the villagers for warlike purposes.

15. This bitter feeling would have long since died away had it not been carefully fostered by certain persons. The influence of Native Landholders in this respect is very great, and in more than one case have I found their agents directly abetting the commission of crime. The matter will reach the principals soon. The causes of the enmity of Native Landholders to the Indigo interests are many and need not be specified. There are many of these "certain persons" about the country, and there will be until the ryots ceased to be duped by promises of imaginary advantages.

16. Besides these cases there have been several of cattle rescue. Those brought by the factories against the ryots have occasionally been proved notwithstanding the assertions of defendants' Mooktears that the case was a false one got up with the intention of compelling the ryots to

take advances, the connexion of cause and effect being somewhat obscure.

17. The ryots also have brought a few cases of cattle rescue against the factory servants. These cases were all connected with the three disturbed Districts abovementioned, and if they contained any truth, the plaintiff succeeded most effectually in concealing it. If a ryot has a complaint, he adds such a number of improbable circumstances and impossible defendants that the case necessarily fails.

18. Some recent events at Danker will afford a good illustration of the cause and effect of these disputes. I relate it partly from personal knowledge, partly from information received from the planter's party.

19. Recently, in consequence of some of the more violent of the villagers having been imprisoned, these villagers became quite quiet and made settlements for Indigo. Matters had proceeded amicably for a fortnight and more after this settlement, when a letter from one of the "certain persons" abovementioned arrived to this effect:—

"Government has heard of the ryots' troubles and is going to send up the Commissioner and the Magistrate to relieve them of all their debts, repudiate your contracts at once, and meantime send me Rupees 100."

20. I went up to Alumdangah shortly after this and in two days got twenty-six complaints from the ryots. I examined the various plaintiffs regarding their cases, and as their story had not

* The ryots not being prepared for an examination till the day of trial.

yet been got up perfectly,* the cases were revealed to be palpable falsehoods. More of

the ryots were present, wanting to complain; but as I suspended their Mooktear provisionally (I had other reasons to suspect him) they could get no one to write their complaints and went away. An early day was fixed for hearing, and then not a single plaintiff appeared. Meantime the factory accused the principal of them of false complaint. Warrants were sent out, but the whole twenty-six had absconded. This village, which a short time since informed me that twenty lattials had attacked one man's house, and three villagers had put them to flight, now complained that two or three Tagedgeers had in the face of the whole village carried off twenty men.

I am aware I may seem in this letter to be rather pleading the cause of the planters than regarding the matter from both sides; but it is since I came to this Sub-Division that I have become convinced that Indigo planting is not founded upon violence and oppression, so that my conclusions are the result of experience, not of prejudice.

I conclude with the satisfactory information that the ryots are again settling in nearly every part of the Sub-Division, and I expect to find the number of such cases as the above gradually diminishing towards zero.

From J. GROGHEGAN, Esq., Under-Secretary to the Government of Bengal, to the Commissioner of the Nuddea Division,—(No. 2401, dated the 14th April 1864.)

I am directed to acknowledge the receipt, with its enclosures, of your letter No. 42, dated the 6th instant, reporting certain proceedings taken by you in connexion with ill-feeling alleged to

subsist between the Manager of the Katchikatta Indigo Concern and the inhabitants of certain villages in the neighbourhood of his factory.

2. Your action on the subject of the complaint of Munoolia Biswas and other villagers of Tutoolia Daookee is generally approved by the Lieutenant-Governor; but in regard to the enquiry directed in the 7th paragraph of your letter to the Magistrate, I am to observe that you should be extremely cautious in making, or causing to be made, enquiries calculated to raise a belief in the minds of either Indigo Planters or Ryots that any partial action is to be looked for from Government, or that the Government will interfere in favor of either party.

3. It is always open to doubt whether enquiries such as those directed in your letter to the Magistrate of Nuddea, No. 99, dated the 21st of March last, are not likely to do at least as much harm as good, and it is generally better not to resort to them unless there be reason to anticipate a breach of the peace, and unless the Magistrate himself, who should invariably be first consulted on the subject, concurs in their expediency.

4. His Honor desires me to say that Mr. Westland's letter, of which you furnish a copy, betrays the inexperience of a young Officer and a disposition to adopt an extreme and one-sided conclusion and to support it by ingenious arguments, rather than to form an impartial judgment between the conflicting claims of the planters and ryots and to deal fairly and firmly by both. Mr. Westland cannot expect that a confident and off-hand expression of his opinion on a very difficult question which has long engaged, and still engages, the attention of Officers more able and far more experienced than himself will carry any weight. His Honor therefore desires that Mr. Westland may be instructed to refrain from committing himself to any such decided opinions and from putting on record discursive remarks on a subject of which his knowledge is necessarily very limited.

5. He should also, I am to add, be cautioned against shewing any partiality in adjudicating cases that come before him judicially, and told that any sign of bias or partisanship in his proceedings, to which the tone of his letter, copy of which was forwarded by you, might seem to indicate an existing tendency, will be held to disqualify him for further employment in the District of Nuddea, or in any other District in which disputes on the subject of Indigo are likely to arise.

From H. L. DAMPIER, Esq., Commissioner of the Nuddea Division, to the Officiating Secretary to the Government of Bengal, — (No. 78, dated the 6th May 1864.)

In continuation of my letter No. 49, dated 6th ultimo, I have the honor to submit copy of Mr. Joint Magistrate Oliphant's report on the result of his visit to Talook Dankee, &c., in the Chooa-dangah Sub-Division.

2. From the 7th and following paragraphs of the report it appears that the position, as admitted by all parties, is this:—Mr. A. Hills holds unexecuted decrees for enhanced rents, for damages, and for arrears of rent to a considerable amount against his tenants in the villages in question. He has most of them entirely at his mercy, and could sell them out at any moment. Having this power Mr. Hills offers the tenants

the alternative of being sold out, or of entering into contracts to grow Indigo on terms which he dictates.

3. A translation of one of the contracts which Mr. Hills requires to be executed is given by Mr. Oliphant. Its terms are most precise, and, as they appear on the face of the document, hard upon the cultivator, such as I suppose no European holding a jote within the estate of another could be induced to accept; and as no reasonable or ordinarily provident man would enter into for the sake of the advantages which the contract secures to him.

4. But Mr. Hills points out that besides the actual payments which are stipulated for in the contracts, he offers great advantages to those tenants who agree to grow Indigo in the shape of allowing them to hold their lands at a lower rent than that which he is entitled to demand, and of remitting portions of the debts which they owe to him; further he states that the tenants of these villages have always behaved very badly, have not paid any rent for a long time, and are deserving of no consideration until they begin to sow; that he has power legally to sell them out; and that he sees nothing to deter him from exercising that power if they will not sow Indigo.

5. It is clear that if Mr. Hills pays the cultivator 1 Rupee for every four bundles of Indigo, and also cancels so much of a debt which the cultivator owes as is equivalent to another Rupee on every four bundles delivered, he is in fact paying for the Indigo at the rate of two bundles for the Rupee, which is remunerative; so also the difference between the rent levied from the tenant and that which the landlord is entitled to demand may be equivalent to a liberal payment on account of Indigo received. But the defect in the whole arrangement is that every liability which the cultivator takes upon him under the arrangement is minutely set forth in the deed of contract and legally secured by it, whereas what are perhaps the main advantages which he is to receive in return, the remissions of debt and the privilege to hold his lands at a low rent, (which the factory engages to allow him), are not mentioned in the deed, which contains no expression from which it can be inferred that any conditions whatever have been made beyond those which appear on its face.

6. Such an arrangement must go far to nullify the value of the concessions which Mr. Hills counts among the advantages which he offers to the cultivators now in question in return for their undertaking to grow Indigo. However well assured the villagers may feel, from their personal acquaintance with the present Manager of a factory, that verbal promises and implied agreements will be scrupulously adhered to during his incumbency, any reasoning man must see that the present Proprietor or Manager may at any moment transfer the Concern to a less scrupulous successor or to a Company, and that in that case nothing would be secured to the cultivator beyond the payment at the rate of a Rupee for four bundles as stipulated in the deed of contract. In making these remarks I assume that when the ryot enters into the contract no separate document is executed, either formally cancelling so much of his debt, or guaranteeing to him the privilege of not having his rent raised during the period for which he has engaged to grow Indigo.

I assume this, for I have never heard mention made of any such separate deed; whereas when I have referred to these contingent advantages to the cultivator, it has been replied that the advantages are merely nominal; that they are indefinite; and that the claims are only held in abeyance until the next occasion on which it is required to put pressure on the tenants for any factory purpose.

7. The ryots fairly recognize that they are in the power of their landlord, and I think that much of the opposition which is now offered to Mr. Hills would disappear, and the strong dislike with which Indigo cultivation is now viewed by the ryots would be much diminished if every right, privilege, and advantage which the planter engages to give the cultivator in return for his undertaking to grow Indigo, were specifically detailed and secured to the cultivator in the formal deed of contract. It could be no disadvantage to a factory to give legal security for conditions which it already holds out with the full intention of fulfilling, and to do so would silence the objection that the advantages are given in profession only.

8. With reference to the 14th and following paragraphs of the report I have called for explanation from Mr. Westland and for the records of certain cases. The result of my enquiries shall be reported for the information of Government.

From H. L. OLIPHANT, Esq., Joint Magistrate of Nuddea, to the Magistrate of Nuddea,—(No. 27, dated the 15th April 1864.)

I HAVE the honor to inform you that, as requested, I have paid a visit to the villages of Daukee, Benodpore, and Bholanauthpore, and have made an enquiry in accordance with the instructions conveyed in Commissioner's letters Nos. 99 of 21st March, and 141 of 2nd April, and I beg to submit, herewith, a report showing the result.

2. Before entering into the question of the state of feeling existing between the factory and the ryots, I will dispose of the points noticed in the 3rd and 4th paragraphs of the former of the Commissioner's letters.

3. With regard to the case of Haran Biswas, it appeared on enquiry that Haran Biswas died about nine years ago, that his son, Hoormut Biswas, a short time ago, was sentenced, together with others, to six months' imprisonment, and that he was in Jail at the time of the alleged violence. It further appeared that a petition was duly made to the Officers in charge of the Chooadangah Sub-Division by Hossen Biswas, the brother of Hoormut, regarding the alleged attack on his house, and his deposition was recorded in the regular way. His deposition was to the effect that he had been seized and taken away to the Poamaree Factory and made to sign an Indigo contract against his will, and that when he returned home on the same day he found some of the factory servants engaged in plundering his property. This case, together with many others, appears to have been dismissed by the Assistant Magistrate of Chooadangah as false; several of the plaintiffs being at the same time put on their defence, charged with instituting false complaints; and as this case is closely connected with many others which are now pending trial in the Chooadangah Court, I did not consider that it would be proper or expedient for me to take any action in the matter judicially.

4. From enquiries I made on the subject it appears that the plaintiff Hossen (who is a lad of about nineteen or twenty) and his brother Hoormut (who is now in Jail) carry on the business of Mahajuns, and that some of the factory servants who were in their debt carried off their documents in order to prevent them proving any case against them. It was further alleged, as stated in the plaintiff's petition to the Sub-Divisional Officer of Chooadangah, that on the day of the above occurrence he was taken to the factory with the view of making him enter into an Indigo contract, and that this opportunity was taken advantage of by the servants to make off with his documents in his absence.

Apparently no advances were taken or contract entered into, either by him or his brother, previous to the above date, and he asserts that then the contract was not made voluntarily, but that he was forced to make it. This, however, appears to have been showed to be false to the satisfaction of the Assistant Magistrate of Chooadangah, who, I have no doubt, had good reasons for acting as he did. Yet I can't help thinking that the case, and especially the charge against the factory servants for entering his house, seems to have been disposed of in rather a hasty manner.

5. With regard to the case of Soojay Sheikh, noticed in the 4th paragraph of the Commissioner's letter No. 99, from what I could ascertain, I think that probably Soojay was slightly assaulted, but certainly not in the manner represented in the petition. He is a man in a very delicate state of health, and constantly confined to his bed, and this circumstance was, there can be no doubt, taken advantage of to exaggerate his case. It appears that he is the servant of a man by name Bhogoban Biswas, of Daukee, and that a warrant of arrest was out against Bhogoban, and it is alleged by Soojay that on a certain day a constable from the Thannah, in company with three of the factory servants, came to Bhogoban's house to look for him, and that not finding him there they set upon him and assaulted him.

Bhogoban was formerly a servant of the factory, but he had been turned out of that employment and had since had cases with the factory in Court, and in one of these cases he was suspected by the Judge of the District of filing some forged documents, and the matter was made over to the Fouzdary Court for investigation. The factory was, of course, anxious to have him punished, and this would account for some of the servants going with the constable to search for him.

The assault, however, if it did take place, was of a comparatively trivial nature, for the defendants had no weapons of any sort, and it was only alleged that a few blows with the hand were given. The plaintiff preferred no complaint, he says, because he was not well enough to go to Court.

Considering the nature of the case, and looking at all the circumstances, I did not consider that there were sufficient grounds for my initiating proceedings under the provisions of Section 68 of the Procedure Code, and I accordingly took no judicial action in the matter.

6. With regard to the 6th paragraph of the Commissioner's letter, I have already remarked that in the former case information was laid before the Assistant Magistrate of the Sub-Division, and in the latter, no information was given by the plaintiff, because he was not in good health.

7. With regard to the 7th paragraph of the Commissioner's letter respecting the relations between the villagers and the factory, I have the honor to state that the following is the result of my enquiry:—

For the last four years no contracts appear to have been taken, and no Indigo sown by the villagers of Daukee, Benodpore, and Bholanauthpore; but this year, however, during the last two months, Kobooliuts have been given and advances taken by nearly all the villagers of the aforesaid villages. The Kobooliuts are all in printed forms and for various terms, and the following is a specimen contract given by Jamal Mundul, of Daukee, to the Poamaree Factory:—

"I bind myself to sow seven beegahs of Indigo every year for ten years, and to give to the factory fifty-six bundles of Indigo (eight bundles per beegah) at the rate of four bundles per Rupee. I have received in advance the sum of Rupees 14, and I bind myself to cultivate the land selected by the Factory Gomastah. The land is to be measured by a fifty-five guz russee, (twenty-nine inches to the guz,) and I will cultivate in Kartick and Chyot, getting my seed from the factory.

"I bind myself to take care of the crop without making any objections, and on the crop being ripe to cut it and take it to the factory, and have it measured by a six foot chain. I am then to obtain a "hat-chitta" showing the amount, and at the end of the season to go to the factory and make up my accounts at the rate prescribed above. I bind myself not to sell any surplus Indigo that I may obtain from the crop to any third party, and not destroy or injure any. If I do, or if through any neglect or fault of mine a less quantity than that stipulated for should be delivered by me at the factory, then I will make good the quantity sold,

destroyed, or deficient by giving the price* of the manufactured Indigo. If I don't, the Planter shall be able realize the amount from me under the Law in force, and no excuse of mine will be valid. I will continue to take advances from the factory and cultivate Indigo in the manner prescribed for the period of the contract, and if on the expiry of the term I have not worked off all the advances given to me, then I will continue to grow Indigo on the same terms until I have done so; this contract shall be binding on me and my heirs."

Before me it was urged by the majority of the ryots that these contracts had been forcibly made, that is to say, that they (the ryots) had been carried off to the factory and threatened until they would agree to the terms proposed. On the other hand, it was asserted by the factory that the contracts had all been entered into voluntarily, and that the ryots were now merely trying to repudiate their advances.

8. The proceedings in the Court of the Sub-Divisional Officer of Choodangah certainly go to show that no force or illegal measures were used to obtain these contracts, for all the complaints made by the ryots on this point appear to have been dismissed as false. While many of them have been punished for making false complaints; but at the same time after what was proved before the late Indigo Commission, it is almost impossible to conceive that any one should be induced to bind himself down to such an agreement unless actual force was used, or very great pressure of some kind brought to bear on him.

9. That very great pressure has been used, and is now being used, is not denied by Mr. Hills.

Mr. Hills holds large decrees against most of the ryots of these villages. Some obtained from the Small Cause Court last year for breaches of Indigo contracts in 1859-60, and others from the Act X. Courts for rent. He has further obtained decrees for enhanced rents at the rate of 12 annas and 1 Rupee per beegah in place of 6 annas a beegah, as it was before, and he has told the ryots now that they must sow Indigo, and that if they don't, he will execute his decrees and sell them out. Placed in such circumstances as these, many of the ryots of course have given in and have taken what is alleged to be a voluntary contract, the arrangement made with them, I believe, being that if they will sow Indigo the rent of their land shall not be increased more than 2 annas beyond the old rates, and a great portion of the debt due from them to the factory shall be remitted.

10. The ryots of the neighbouring village of Belgachee have all lately settled with the factory, and they have done so, they say, because they cannot hold out any longer against their Zemindar; they are now in his hands, and he has ordered them to sow Indigo, or take the consequences, and they have no course left them but to agree to his terms. Some of the villagers of Benodpore, Bholanauthpore, and Daukee have also come to terms in the same way, but they say also that though the Indigo cannot but prove a losing speculation to them, yet they have no option in the matter.

11. The majority of ryots, however, of these villages are still holding out. All the villages are in a very wretched condition, and some of the ryots have already deserted. They admit that their present condition is owing to the misunderstandings which have existed between them and their Planter Zemindar for the last four years, and that he has the power to sell most of them out at any moment he likes. They further heard their landlord tell them in my presence that it was his intention that they should sow Indigo for him, or that if they did not they should not remain. Under these circumstances there was little to be said on my part. Mr. Hills is not acting illegally, and the ryots did not say he was. Some said they could not help what their Zemindar intended to do, they never would cultivate Indigo again; others again were undecided, anxious not to have anything to do with Indigo, and yet not seeing how to avoid it.

12. I suggested to Mr. Hills that I thought the terms of his contracts were rather unfair to the ryots, and that he should somewhat relax them; but he was of opinion that these villages should do as all his other villages have done. He said that the advantages he offered them, *vis.*, of holding their land at a less rent than they otherwise would, and of having a portion of their debt remitted were very great; that the ryots of these villages had always behaved very badly, had not paid any rent for a long time, and were deserving of no consideration until they commenced to sow. He had power legally to sell them out he said, and if they would not sow Indigo, he did not see why he should not exercise that power. There were altogether 10,000 beegahs of land in these three villages, and he only required 470 to be sown in Indigo, and he did not think there was anything unreasonable in this.

13. I could, therefore, merely advise the ryots that as it appeared that their complaints against the factory for having forcibly taken their Kobooliuts had been dismissed as false, and that as they had clearly heard what the intention of their landlord with regard to Indigo was, it would be well for them to endeavor to come to some terms with him and so save themselves from immediate ruin. They all behaved in a quiet and orderly manner, and appeared to me at last to think that this was the best course they could pursue.

14. During the enquiry I received very numerous representations against the proceedings of the Assistant Magistrate of Chooadangah; indeed the complaints of the ryots generally were directed far more against the Sub-Divisional Court than against the factory, and I therefore deem it my duty to notice a few of them:—

A. It was urged, as stated in the petition of the 29th March, made by Manoolah Biswas, that the trial of their cases after having been fixed for a certain day was altered to another day without their knowledge, and the cases then all struck off in default.

B. That several of them were put into hajut and detained there for eight days, no bail being allowed, although the offence was bailable.

C. That some of them were summoned to answer a charge of making a false complaint, when no one charged them for such an offence, and when it does not even appear from the Assistant Magistrate's judgment that the complaints were false.

D. That their legal advisers in the Court have been suspended, and that they can now get no one to render them any assistance.

E. That the Assistant Magistrate wouldn't allow the factory to come to terms with them by withdrawing the cases and compromising, but insisted that they all should be punished.

F. That they received great injustice from him in the cases noticed in the 2nd paragraph of their petition to the Commissioner.

15. With regard to the first point there are, I think, grounds for their being dissatisfied.

On the 19th March eight* cases were instituted by the ryots against the servants of the factory, and the trials were fixed for the 1st April, on which day they were ordered to produce their witnesses.

On the 22nd March, however, fresh orders were issued to the effect that the cases would be heard on the following day (the 23rd) and that fresh notice was to be issued to the plaintiffs. Plaintiffs got information, it appears, on the morning of the 23rd, but having to collect together their witnesses were unable to go off at once, and afterwards when they reached the Court they found that all the cases had been dismissed in default.

16. With regard to the next point it is urged

Diloo Fackeer.
Hyder Kahar.
Shadoo Mundul.
Hammat Mundul.
Lat Mohamad Mundul.
Hamed Sheikh.
Koobeer Mundul.

that the eight men named in the margin were illegally detained in hajut for eight days.

From the record it appears that they were "chalaned" into Court by

the Police in execution of a warrant on the 30th March, and on the record there are two orders in Bengallee, dated 30th and 31st March, respectively, to the effect that the prisoners were to be put in hajut, but these orders are not signed; and there is another order in English of 31st, to the effect that they must furnish Rupees 50 security, or in default be committed to hajut. The prisoners were charged with making a false complaint, which is a bailable offence, and therefore the order in English was a regular one.

The petitioners, however, insist that they were not given the option of furnishing security until the 7th April when their defence was taken, but whether this was the case or not it is impossible to say without further enquiry from the Assistant Magistrate.

17. With regard to the 3rd point it appears that eight cases were instituted by the ryots on the 19th March and eighteen on the 21st, all against the factory, and they were all disposed of by the Assistant Magistrate in one decision on the 23rd March. The Assistant Magistrate writes as follows:—

"In these eight (i.e., the former eight,) I merely took the substance of the complaint, but the second day when eighteen were presented, I examined on some of the leading points in the case. The plaintiffs had not prepared their story, and were taken by surprise. The whole thing was sufficiently shown to be a concoction of lies. Other complainants from the same villages were ready to present their complaints but did not do so," and the whole twenty-six cases were dismissed, the first eight at any rate being manifestly dismissed in default. Several of the plaintiffs were at the same time charged by the Assistant Magistrate with having instituted false complaints and warrants issued for their arrest, and among those against whom warrants were issued were three of the plaintiffs* in the

* Himat No. 247.
Hyder " 254.
Shadoo " 252.

first eight cases which were dismissed, not as recorded because they were false, but merely on default. This is what appears from the record; whether there are any other circumstances connected with their arrest or not I am, of course, unable to say.

18. As regards the next point it seems that two Mooktears were suspended from employment, but reinstated after two or three days.

19. With respect to the fifth point it appears that some of the ryots on seeing that their complaints were dismissed, said that the Assistant Magistrate was determined to prosecute them for bringing false complaints, endeavored to effect a compromise with the planter, Mr. Meares; that Mr. Meares stated to the Court that he had come to an arrangement with the ryots now, and he hoped that no further action would be taken by the Court in the matter; but the Assistant Magistrate did not allow any such compromise, and directed that the cases should be proceeded with.

20. With regard to the last point I need only observe that in the one case twenty-four men out of thirty got released by the Appellate Court, (Magistrate) and that in the others all the defendants were acquitted at the Sessions by the Judge.

P. 8.—The petition that came with the Commissioner's letter is herewith enclosed.

From the Secretary to the Government of Bengal, to the Secretary to the Government of India, Home Department,—(No. 775T., dated the 16th June 1864.)

In continuation of the letter from this Office,

Letter from Secretary, Landholders' and Commercial Association, dated 14th April last.

From Secretary, Landholder's and Commercial Association, dated 3rd ultimo, with enclosure.

From Commissioner of Nuddea, No. 40, dated 5th idem, with enclosure.

To Secretary, Landholders' and Commercial Association, No. 513T., dated 4th instant.

To Secretary, Agricultural and Horticultural Society, No. 515T., dated 4th idem.

To Commissioner of Nuddea, No. 514T., dated 4th idem.

To the Registrar, High Court, No. 2819, dated 5th ultimo.

From Commissioner of Nuddea, No. 67, dated 29th April last, with enclosure.

To Officiating Registrar, High Court, No. 3018, dated 18th ultimo.

papers marginally noted, having special reference to the affray which took place at the Bagadanganh Factory on the 25th February last.

2. The other papers noted in the margin, a

From Commissioner of Nuddea, No. 49, dated 8th April last, with enclosure.

To Commissioner of Nuddea, No. 2401, dated 14th idem.

From Commissioner of Nuddea, No. 73, dated 6th ultimo, with enclosure.

From Commissioner of Nuddea, No. 71, dated 5th ultimo.

To Registrar, High Court, No. 3126, dated 25th ultimo.

Indigo cultivation.

No. 2457, dated the 16th April last, I am directed by the Lieutenant-Governor to forward, for the information of His Excellency the Governor General in Council, the accompanying copy of the

copy of which is also enclosed, bear on the same subject in so far as it is connected with the general question of

As facilities of communication by rail increase the cost transport of bullion will necessarily decrease, and the value of money become more and more equalized throughout the Empire; and even at present it is not reasonable to suppose that any loss can accrue to the State by allowing to the public the privilege of making, at a trifling cost, small remittances of money which can in no way touch the interests of the Banker or interfere with the exchange operations of the country. I have already suggested to the Supreme Government the advisability of permitting an extension of the Money Order system, but have not received any reply to my Report on the subject.

From H. RONALDSON, Esq., Officiating Controller, Money Order Department, to H. SANDEMAN, Esq., Civil Pay-Master, Bengal,—(dated the 10th June 1864.)

WITH reference to paragraph 3 of the letter from the Government of Bengal, No. 1135T., dated 9th October 1863, I have the honor to submit a Statement showing the operations of this Department for the year ending 30th April last.

2. From this Statement it will be seen that during the twelve months 26,032 Money Orders were issued, aggregating Rupees 15,61,897-6, and that 28,849 Orders were paid during the same period of a total value of Rupees 15,62,261-2. The amount of commission realized on the issue of Orders was Rupees 16,860-14.

3. Taking the total number and the value of Orders issued and paid the average value of each Order issued would be Rupees 60, and of each Order paid Rupees 54½.

4. Comparing these results with those of the first six months it appears that, whilst the total number of Orders issued during the year, and the amount of commission realized thereon, was more than double that of the first six months, the total value of the Orders issued was rather less, which demonstrates that the Department has been more largely availed of for the purposes for which it was primarily established, viz., the remittance of small sums. On the other hand the total number and the value of Orders paid were both more than double the corresponding figures of the first six months.

5. With few exceptions the number of Orders issued by each Agent during the year was more than double that of the first six months. In eight Districts the number was trebled and quadrupled, and in a few Districts the increase was even more marked. As in Burdwan the Orders issued in 1863-64 were 270 as against 44 during the first six months; in Cuttack 2,558 as against 923; in Gya 1,417 as against 61; in Midnapore 304 as against 62; in Mymensing 1,018 as against 239; and in Pubna 284 as against 62.

6. Of the total amount of Orders paid during the year Rupees 9,51,800 was disbursed from the Calcutta Office on 16,639 Orders, giving an average value of about Rupees 57½ for each Order. The remainder of the payments, amounting to Rupees 6,10,461 on 12,210 Orders, were distributed amongst the Mofussil Stations, thus showing that the system has largely afforded the means of making remittances between Mofussil Stations that were previously wanting.

7. The foregoing results are exclusive of the transactions of the Money Order Offices at Mootsharee and Lohurdugga, the accounts of which are still outstanding, and therefore cannot be included in the present Statement.

Report on the working of the Money Order system in Bengal for the year 1863-64.

From H. SANDEMAN, Esq., Civil Pay-Master, to the Secretary to the Government of Bengal,—(No. 6, dated the 14th June 1864.)

I HAVE the honor, in reply to your letter No. 1913, dated 18th ultimo, to forward to you a copy of a Report drawn up by Mr. Ronaldson, Officiating Controller, upon the working of the Money Order system during the year ending 30th April last.

2. Mr. Ronaldson has left me but little to add beyond the general remark that the system has both worked well and been highly appreciated by the public. The greatly increased demand for orders on the part of remittance makers affords unanswerable testimony to the fact that every confidence is placed upon the security of the means thus afforded to them of sending small sums of money from one Station to another, while the facility with which the Orders are obtained and cashed is such as has never before existed in India, and can scarcely be maintained under any other system of remittance drafts. It is impossible, however, to expect that the system can be of any very material or extensive use, or that any important financial results can be obtained, while the Money Order system remains confined to its present limited circle; it is only when it is extended to the whole of the Bengal Presidency, and then to the Sister Presidencies of Madras and Bombay, that really beneficial results may be looked for.

8. In addition to the commission realized from the issue of Money Orders a further sum of Rupees 240-9 was received in Postage Stamps in this Office on account of second commission for the issue of duplicate Orders, transfers, re-pay-

	Rs.	As.	P.
First commission ...	16,860	14	0
Second Ditto ...	210	9	0
Lapsed Orders ...	857	13	0
Total ...	17,959	4	0

ments, &c. A sum of Rupees 857-13 is also available on account of lapsed Orders, that is, Orders remaining unpaid more than twelve months, and to which all claim has been lost by the respective remitters under the Rules of the Department. These items added to the first commission give a total of Rupees 17,959-4, as shown on the margin, and which is available to meet the expenditure of the Department for the year.

9. The charges of this Office for salaries and contingencies during the year amounted as follows:—

	Rs.	As.	P.
Controller's salary ...	3,600	0	0
Establishment ...	2,381	6	0
Contingent charges ...	328	4	0
Total Rupees ...	6,309	10	0

To this must be added the commission to Mofussil Agents, which at $\frac{1}{4}$ per cent. on both sides of the account will amount to Rupees 2,527-11-9, giving a total of Rupees 8,837-5-9, so that there remains a balance of Rupees 9,121-10-3 in favor of Government as the net receipts of the Department.

10. Many of the Collectors not having reported on the working of the system in their Districts, it is not possible at present to furnish any Report on the general working of the system, the extent of its popularity, and whether it might be further extended in any District by opening out new Offices. A Circular call has been made to Collectors, a copy of which is herewith forwarded, and when the replies thereto have all been received a further Report on the subject will be submitted. Meanwhile, however, it may be remarked that in

some Districts where banking facilities exist the rate of commission charged on Orders is considered too high, and also that the remuneration allowed to Agents is quite incommensurate with the responsible nature of their duties and the amount of security they are required to deposit. These are points that will be more fully noticed when reporting on the working of the different Offices.

11. There can be no doubt from the results now shown that the introduction of the Money Order system into this country has been attended with immense advantages to the public having to make small remittances. It is only at large and important Stations that any facilities have hitherto been afforded for obtaining money drafts, few, if any, means having been available for sending monies between Stations in the interior. The introduction of Currency Notes has doubtless afforded means that did not previously exist, but the risk attending their transmission through the Post is great, and, judging from the constant intimations in the public papers, the losses must be heavy, as few, if any, of such Notes ever find their way back again to their legitimate owners. The recent decision also of the Small Cause Court that parties who receive lost or stolen Notes in good faith, even though such Notes may have been advertized and stopped at the Banks, cannot be made liable for the amount to their rightful owners, ought to make the public more cautious in adopting that mode of remittance.

12. Instances are not unfrequent of the loss of Money Orders in the Post, but it is hardly possible that any use can be made of such Orders by those into whose hands they may fall, the checks observed in paying Orders being generally sufficient to prevent others than the rightful owners obtaining the money. This security taken with the various means that are afforded in the Department of transferring Orders after once issued from one party to another, or from one Station to another, granting duplicate Orders, &c., are facilities that do not exist elsewhere, and that cannot fail to be appreciated by the public.

Statement of the Number and Amount of Money Orders issued and paid and the Commission realized by Money Order Agents during the year 1863-64.

NAMES OF STATIONS.	Number of Orders issued.	Amount of Orders issued.	Commission.	Number of Orders paid.	Amount of Orders paid.
		Rs. As. P.	Rs. As. P.		Rs. As. P.
Alipore ...	23	1,666 8 0	17 12 0	80	2,465 7 0
Arrah ...	157	5,779 11 0	69 12 0	422	22,129 14 0
Balasore ...	1,076	78,426 7 0	812 14 0	333	24,451 13 0
Bancoorah ...	134	7,669 0 0	83 4 0	80	8,307 3 0
Bauleah ...	379	15,629 0 0	174 14 0	204	12,451 15 0
Berhampore ...	443	13,665 4 0	167 6 0	358	16,718 0 0
Bhaugulpore ...	671	24,005 14 0	283 2 0	459	11,478 6 0
Bograh ...	355	17,659 14 0	192 8 0	54	8,183 5 0
Burdwan ...	270	7,701 2 0	97 6 0	371	13,889 15 0
Burrisaul ...	758	42,929 3 0	462 4 0	135	6,943 15 0
Cachar ...	149	27,382 15 0	311 6 0	99	7,279 5 0
Calcutta ...	1,798	1,50,168 14 0	1,537 2 0	16,639	1,799 15 0
Cherra Poonjee ...	426	14,670 0 0	178 2 0	69	2,893 1 0
Chittagong ...	722	32,116 1 0	362 12 0	371	25,842 10 0
Chuprah ...	338	5,868 8 0	85 10 0	453	25,591 14 0
Chyebassa ...	41	6,498 6 0	73 12 0	5	79 12 0

NAMES OF STATIONS.	Number of Orders issued.	Amount of Orders issued.			Commission.	Number of Orders paid.	Amount of Orders paid.				
		Rs.	As.	P.			Rs.	As.	P.		
Cuttack	2,558	1,89,581	14	0	1,964	12	0	343	20,662	11	0
Dacca	515	20,163	7	0	235	8	0	1,872	92,548	8	0
Darjeeling	596	33,022	4	0	360	14	0	706	64,002	4	0
Deoghur	254	14,564	10	0	152	10	0	19	1,309	4	0
Deebrooghur	481	21,820	1	0	247	6	0	84	5,036	13	0
Dinagapore	539	24,805	9	0	275	0	0	111	2,360	9	0
Furreedpore	772	46,989	7	0	495	0	0	208	8,899	2	0
Gowalparah	388	16,832	10	0	187	12	0	89	6,511	1	0
Gowhatty	562	22,348	4	0	257	6	0	352	18,273	3	0
Gyah	1,417	12,155	14	0	153	8	0	218	9,214	12	0
Hazareebaugh	357	12,416	11	0	152	0	0	78	4,651	6	0
Hooghly	122	4,209	9	0	50	2	0	492	15,032	11	0
Jessore	1,356	1,11,061	12	0	1,134	12	0	204	8,295	9	0
Kishnaghur	180	7,398	4	0	84	14	0	333	11,601	0	0
Maldah	318	9,858	14	0	115	2	0	64	2,058	13	0
Midnapore	304	10,617	5	0	126	4	0	160	8,419	13	0
Monghyr	230	8,022	11	0	97	10	0	201	10,077	6	0
Mozufferpore	277	7,552	3	0	94	6	0	241	10,722	2	0
Mymensing	1,018	59,608	12	0	630	2	0	172	8,180	4	0
Noakhally	675	45,175	0	0	467	8	0	70	3,462	14	0
Nowgong	397	23,449	7	0	253	4	0	196	15,369	5	0
Nya Doomka	73	20,003	8	0	204	0	0	6	81	13	0
Pakour	62	1,563	4	0	20	8	0	39	2,332	15	0
Patna	391	8,919	4	0	120	0	0	631	17,888	7	0
Poorce	340	23,610	13	0	246	0	0	97	3,251	8	0
Pubna	284	7,559	10	0	92	4	0	224	10,555	5	0
Purneah	711	32,706	15	0	398	8	0	181	7,713	5	0
Puruleah	358	21,625	2	0	228	12	0	61	2,403	3	0
Rajmehar	78	3,025	9	0	36	8	0	48	2,123	7	0
Rungpore	658	38,072	10	0	405	10	0	152	10,530	3	0
Sahebgunge	45	1,619	0	0	17	10	0	9	86	7	0
Sebsaugor	223	9,698	8	0	107	14	0	158	6,259	10	0
Sooree	284	8,456	5	0	104	14	0	219	9,929	13	0
Sylhet	714	33,372	0	0	373	2	0	391	16,802	9	0
Tezapore	246	11,544	12	0	132	12	0	114	8,631	9	0
Tipperah	2,431	1,84,166	1	0	1,897	2	0	164	6,101	8	0
Tumlook	78	2,462	14	0	29	12	0	10	373	12	0
	26,032	15,61,897	6	0	16,860	14	0	28,849	15,62,261	2	0

(Sd.) H. RONALDSON,
Officiating Controller, Money Order Department.



SUPPLEMENT TO The Calcutta Gazette.

WEDNESDAY, JULY 27, 1864.

OFFICIAL PAPERS.

A SUPPLEMENT to the GAZETTE will henceforward be published, containing such Official Papers and Information as the Government of Bengal may deem to be of interest to the Public, and such as may usefully be made known.

Non-Subscribers to the GAZETTE may receive the SUPPLEMENT separately on a payment of six Rupees per annum if delivered in Calcutta, or twelve Rupees if sent by Post.

No Official Orders or Notifications, the publication of which in the GAZETTE is required by Law, or which it has been customary to publish in the GAZETTE, will be included in the SUPPLEMENT. For such Orders and Notifications the body of the GAZETTE must be looked to as heretofore.

Reduction of Customs Duties on goods passing through the Dominions of the Maharaja of Cashmere and Jummoo.

From the Secretary to Government, Punjab, to the Secretary to the Government of India, Foreign Department,—
(No. 223, dated the 29th April 1864.)

It will be in your recollection that the attention of the Hon'ble the Lieutenant-Governor was given in 1862 to an earnest consideration of the trade crossing our north-west frontier. In a report made to His Honor by the undersigned it was shown that in consequence of the entire remission of all Customs duties on the Peshawar and Derajat border by the present Viceroy, Sir John Lawrence, when Acting Resident at Lahore in 1848, the trade with Afghanistan, particularly by the routes leading from Peshawar, had greatly increased. It was at the same time pointed out that access to the markets of Eastern Toorkistan through the natural route passing through Kashmir was virtually barred by the excessive duties exacted under the orders of the Maharaja of that territory.

2. In my letter to your address (marginally Nos. 50-55, dated noted), the Lieutenant-Governor 24th January 1864, nor intimated that there was nothing in the treaties under which the Maharaja holds his dominions limiting his rights of taxing imports or exports; and it was explained that the agreement entered into with Sir Henry Lawrence when Resident, binding the Maharaja to collect only the "ancient duties," was of little use, because the amount of these had never been ascertained or recorded.

3. In the same letter it was reported by His Honor that Dewan Jowalia Sahai had agreed, on the part of the Maharaja, to reduce the existing

duties to rates approved by the Lieutenant-Governor, and stated therein, on condition of receiving compensation amounting to one-half of any loss of revenue which might be caused, in the same manner as it had been granted to the Chiefs of the Cis-Sutlej States. It was further communicated that the Maharaja, who had very reluctantly agreed to the Lieutenant-Governor's proposal, had taken the opportunity of submitting his ardent desire to be allowed to acquire the taluqua of Bijwât in commutation of a loan, which he had made to the British Government of six lacs of Rupees.

4. The late Viceroy, Lord Elgin, did not at the time pass any final orders regarding these proposals; but, on the occasion of Sir Robert Montgomery visiting Kashmir last summer, His Honor was directed to discuss the matter fully with the Maharaja in person, and that a decision would be given on the Governor General arriving at Sealkote.

5. Accordingly the Lieutenant-Governor had several conversations on the subject with the Maharaja, who constantly stated his desire and willingness to meet the wishes of the British Government, but still urged the request which he had submitted, and clung to the hope of its being granted.

6. Sir Robert Montgomery duly informed the late Viceroy of the result of these communications, and it was hoped that on His Excellency's reaching Sealkote a final settlement of the matter might be accomplished; but this was, unfortunately, prevented by his subsequent illness and death.

The Maharaja, however, a few months ago, communicated to His Honor that the subject was still under consideration, and several of the chief Merchants of Umritsur were summoned to Jummoo to assist in revising the Tariff.

8. The detailed results have now been placed before the Lieutenant-Governor by Dewan Nihal Chund. The following Table will show that in many important items a considerable reduction has been made :—

Number.	NAME OF ARTICLE.	Percentage of former Duty on value.	Present Duty laid down from Sum but 1921 (9th April 1864). Per cent <i>ad valorem</i> .	Percentage of Duty pro- posed, with the con- currence of the Maha- raja, in January 1863, but was never carried out.	REMARKS.
<i>English Piece Goods.</i>		Rs. As. P.	Rs. As. P.	Rs. As. P.	
1	Longcloth, Dimity, Jean, &c.,	20 0 0	8 0 0	10 0 0	
2	Muslin, flowered pieces, Dress pieces	8 7 4	8 0 0	2 13 0	
3	Cambrie, Linen, Khasa, &c...	12 4 0	8 0 0	5 0 0	
4	Colored Muslins, &c.	10 8 0	8 0 0	3 5 4	
5	Chintz, scarlet; cotton, velvet.	13 6 9	8 0 0	4 5 0	
6	Bundaree Chintz	23 2 6	8 0 0	12 11 0	
7	Broad cloth	29 11 0	8 0 0	10 0 0	
8	Sugarcandy	85 0 0	12 8 0	15 0 0	
9	Sugar	126 0 0	12 8 0	15 0 0	
10	Molasses	150 0 0	12 8 0	13 0 0	
11	Coarse Sugar	100 0 0	12 8 0	13 0 0	
12	Tea	78 0 0	12 8 0	15 0 0	
13	Kiriana, spices, medicinal drugs, dyes, &c., &c.*	0 0 0	12 8 0	15 0 0	* Varies from 2-10 per cent. to 525 per cent.
<i>Metals.</i>					<i>Per cent.</i> Sheerkhist 2 18 Saleb 4 0 Cardamums 0 6
14	Iron	90 0 0	12 8 0	10 0 0	
15	Copper	21 0 0	12 8 0	10 0 0	
16	Pewter	104 0 0	12 8 0	10 0 0	
17	Tin	54 0 0	12 8 0	10 0 0	

9. It will be seen that the duties formerly taken by weight, or mule load, have now been converted into an *ad valorem* rate, chargeable according to the value stated in the Invoice. The rate on piece goods, which is the principal article sent to Jummoo, has been decreased from 30 to 8 per cent.; that on raw sugar, which was at the exorbitant rate of 150 per cent., to 12-8 per cent., and on other saccharine produce in proportion. This is a great concession to the sugar-growing tracts of the Baree and Rechnah Doabs. The duty on tea becoming a staple crop in the hills has been lowered from 78 to 12-8 per cent.; and the differential rates on spices and drugs, which were in some instances extravagantly assessed, have been reduced to a uniform figure of Rupees 12-8. So metals, which were rated at from 21 to 104 per cent., have been brought down to 12-8 also. Rock salt, which was formerly at 13 annas and 6 pie per English maund, has been diminished to 8 annas. The above remarks apply to goods imported from the Punjab into the Maharaja's territory by any of the following routes—

1. By Jummoo and Bun-)
2. By Ukhnoor, Boodhil,) To Shrinugur
3. By Bhimbur) and Ladakh.
4. By Gohalun)
5. By Mozuffurabad)

6. By Jummoo and Kisht- } To Ladakh di-
- war) rect.

10. The rates on goods proceeding to Leh by the Koolloo route, whether from Bassahir or the Punjab, are shown in Table II. A. By this route the rates were always pretty reasonable, and are still generally below the revised rates above referred to.

11. The following articles, which were highly rated, have been reduced :—

	Per maund.			Per maund.		
	Rs.	As.	P.	Rs.	As.	P.
Iron, from	2	8	0	to	0	3
Sugar, from	1	4	0	to	0	9
Sugarcandy, from	1	4	0	to	0	9
Molasses and } from	1	4	0	to	0	2
Coarse Sugar, }						

12. Tables I. B. and II. B. will show the changes which have been made in the rates chargeable on goods exported to the Punjab from Yarkund, or the Maharaja's dominions, whether by the Kashmir, Jummoo, Koolloo, or Bassahir routes; but the duty on goods coming from Leh to Shrinugur and onwards is not shown.

13. Another and most beneficial reform has been made by His Highness. Formerly there was no difference in the rates, whether goods were sold at Shrinugur or went on to Leh and Yarkund. This arrangement in practice prevented any goods

going beyond Shrinugur, and the traffic with Leh was restricted to the Koolloo route, though a very much more difficult one than that by Kashmir. A uniform transit duty of five per cent has now been fixed for goods going to Leh. The trader to Yarkund by Shrinugur is thus placed in a position fiscally not less advantageous than that of the one trading with Bokhara by Peshawar.

14. The rates are not levied on the frontier of the Maharaja's territories, but at the towns, and vary with the distance. Table III. A. and III. B. show those at Jummoo, which, it will be seen, are lower there than at Shrinugur. A trader buying goods at Jummoo and taking them to Shrinugur, or to Ladakh, would have to pay the difference between the rates of those places.

15. It is understood that the alteration in the rates has not yet been made generally known to the Merchants interested in the trade; but measures are in progress, under the Lieutenant-Governor's directions, to inform them. It is too soon to predict confidently the results which will follow; but it is evident that the Maharaja has so far complied with the wishes of the Government as to make very material and beneficial modifications of his Tariff. In the statements which have been shown to the Lieutenant-Governor there is no mention of the rates on goods sent from Leh

and Yarkund to Shrinugur, and it is not clearly known as yet whether there is still any intention on His Highness' part to confine the trade from those places to the Koolloo route. Again, it seems that the Maharaja is quite determined that none of the fine Turlanie wool shall go out of his territory, as the rates on this article are nowhere detailed. He has, of course, a great object in keeping up his monopoly of it. Still, on the whole, the Lieutenant-Governor cannot but regard the measures of the Maharaja with much satisfaction, and he trusts that they will result in a very much expanded trade, both with the town of Shrinugur, the populous valley of Kashmir, and ultimately with Eastern Toorkistan. His Honor considers that the Maharaja has deserved the acknowledgments of Government for the manner in which he has endeavored to meet its wishes. The Lieutenant-Governor will continue to watch the circumstances of the trade, and is gratified that the exertions which he has continued to make for its improvement have not been altogether ineffectual.

I have, &c.,

R. H. DAVIES,

Secy. to Govt., Punjab.

I. A.

TABLE showing the Transit Duties formerly levied on goods exported from the British Territories to Kashmir (Shrinugur) by Jummoo and the Banihal route, and those now laid down to be levied from Sumbut 1921 (which year commenced 9th April 1864) on goods that may be exported from British Territory by the Kashmir and Kishtwar Valleys to Ladakh.

No.	NAME OF ARTICLES.	Number of Pieces.	Quantity in kutcha maunds of 100 Rupees value.	Amount of Value.	Rate of Duty per kutcha maund formerly levied.	Percentage of Duty formerly levied.	Present rate of Duty. Per cent. <i>ad valorem</i> .	Difference per cent. <i>ad valorem</i> .	REMARKS.
	<i>Piece goods.—Cotton, Silken and Woollen.</i>			Rs.	Rs. As. P.	Rs. As. P.	Rs. As. P.	Rs. As. P.	
	<i>English and country.</i>								
1	Longcloth (Luttha) ...	10=	$\left. \begin{array}{l} 2\frac{1}{2} \text{ maunds} \\ \text{kutcha, \& } \\ 1 \text{ maund} \\ \text{English.} \end{array} \right\}$	100	8 3 0	20 7 6	8 0 0	12 7 6	<i>Note.—A kutcha maund is equal to sixteen seers English standard.</i>
			Md. S.						
2	Khasa (Linen) ...	25	1 22	100	8 3 0	12 4 6	8 0 0	4 4 6	
3	Chintz, Bunduree ...	16	2 0	100	11 9 3	23 2 6	8 0 0	15 2 6	
4	Muslin ...	25	1 20	100	8 3 0	12 4 6	8 0 0	4 4 6	
5	Jean, double ...	10	3 10	100	8 3 0	26 0 0	8 0 0	18 0 0	
6	Coarse cloth, country... 52		6 10	...	2 8 0	15 10 0	8 0 0	7 10 0	
7	Ulwan (Twill) ...	...	3 0	100	8 3 0	25 8 10	8 0 0	17 8 10	
8	Nainoo (flowered muslin) ...	...	...	...	8 3 0	8 7 4	8 0 0	0 7 4	<i>1-9-8 per cent. increase over former rate.</i>
9	Turbands ...	...	0 31½	100	8 3 0	6 6 4	8 0 0	1 9 8	
10	Country cotton piece goods (Soofedee disawnree) ...	...	4 0	100	8 3 0	33 9 0	8 0 0	25 9 0	
11	English thread (cotton) ...	...	2 3	100	8 3 0	17 0 0	8 0 0	9 0 0	
12	Jean (Mukkhunjean)... 1	...	2	100	8 3 0	8 0 6	8 0 0	0 9 6	
13	Scarlet chintz ...	...	...	100	11 9 3	13 6 10	8 0 0	5 6 10	

No.	NAME OF ARTICLES.	Number of Pieces.	Quantity in kutcha maunds of 100 Rupees value.	Amount of Value.	Rate of Duty per kutcha maund formerly levied.	Percentage of Duty formerly levied.	Present rate of Duty Per cent <i>ad valorem</i> .	Difference per cent. <i>ad valorem</i> .	REMARKS.
			Md. S.	Rs.	Rs. As. P.	Rs. As. P.	Rs. As. P.	Rs. As. P.	
14	Dress chintz ...	...	0 31	100	11 9 3	8 15 7	8 0 0	0 15 7	
15	Mooltanee chintz ...	...	2 7	100	11 9 3	25 2 11	8 0 0	17 2 11	
16	Furruckhabad chintz ...	...	3 0	100	11 9 3	34 11 9	8 0 0	26 11 9	
17	Other chintz ...	...	...	...	...	...	8 0 0	...	
18	Soosee (striped cloth) silk and cotton thread ...	...	3 0	100	8 3 0	24 9 0	8 0 0	16 9 0	
19	Silk ("Duryace") ...	...	...	...	...	...	...	...	
20	"Goolbudun (striped)" ...	...	...	100	15 0 0	4 2 6	8 0 0	3 13 6	{ 3-13-6 per cent. increase over former rate.
21	"Khes" silk diaper ...	...	...	...	...	...	...	...	
22	Silk Loongees (scarves) ...	...	...	...	...	...	...	...	
23	"Iklaee do. ...	...	...	...	...	...	...	...	
24	"Dhotee ...	...	1 16	100	15 0 0	6 0 0	8 0 0	2 0 0	{ 2 per cent. increase over former rate.
25	"Utlus, goonet ...	...	...	...	...	...	...	...	
26	Brocade ...	...	...	...	0 2 0	12 8 0	8 0 0	4 8 0	
27	Sambha chintz ...	...	...	...	...	...	...	...	
28	"Soosee ...	...	3 0	100	8 3 0	25 8 10	8 0 0	17 8 10	
29	Loongee, country ...	...	...	...	...	...	...	...	
30	Country thread ...	...	...	...	2 8 0	37 8 0	8 0 0	29 8 0	
31	Broadcloth, &c. ...	...	...	...	*0 13 9	29 11 0	8 0 0	21 11 0	* Per yard.
<i>Kiriana, Trangur, and Metals.</i>									
32	Sugar ...	...	20 0	100	5 14 9	126 14 0	12 8 0	114 6 0	
33	Sugarcandy ...	...	...	...	5 8 6	85 0 0	12 8 0	72 8 0	
34	Molasses ...	...	...	...	1 13 0	150 0 0	12 8 0	137 8 0	
35	Coarse Sugar ...	...	...	...	1 13 0	100 0 0	12 8 0	87 8 0	
36	Ginger, dried ...	...	20 0	100	2 0 0	40 0 0	12 8 0	27 8 0	
37	Turmeric ...	...	40 0	100	1 0 0	40 0 0	12 8 0	27 8 0	
38	Cloves ...	...	14 0	...	6 10 0	92 12 0	12 8 0	80 4 0	
38½	Copper ...	...	...	...	4 6 9	21 14 0	12 8 0	9 6 0	
39	Aniseed ...	...	62 20	...	5 14 9	172 14 10	12 8 0	160 6 10	
40	Badian Khutae ...	...	...	...	4 3 0	37 8 0	12 8 0	25 0 0	
41	Porcelain ...	...	...	...	...	...	12 8 0	...	
42	Cardamums, small ...	...	...	...	6 10 0	6 4 0	12 8 0	6 4 0	{ Increase in present duty over the former.
43	Cinnamon ...	...	...	...	6 10 0	37 8 0	12 8 0	25 0 0	{ 43 to 122 reduced to 12-8 per cent. <i>ad valorem</i> .
44	Ilacheedana (Cardamum seeds) ...	...	...	...	4 9 0	19 0 0	12 8 0	6 8 0	
45	Gallnuts ...	...	...	...	4 5 0	58 0 0	12 8 0	45 8 0	
45½	Indigo, Panjabee ...	...	...	...	9 1 9	38 9 0	12 8 0	26 1 0	
46	Indigo, Khoorja ...	...	...	...	16 1 9	62 8 0	12 8 0	50 0 0	
46	Lac ...	...	...	...	3 11 0	56 4 0	12 8 0	43 12 0	
47	Filfil, Pepper ...	...	...	...	8 12 0	448 0 0	12 8 0	433 8 0	
48	Alum ...	...	...	...	4 3 9	206 0 0	12 8 0	193 8 0	
49	Toorunjeeben (Manna) ...	...	...	...	8 0 0	66 11 0	12 8 0	54 3 0	
50	"Mooshkafor," (Camphor) ...	...	...	...	8 0 0	20 0 0	12 8 0	7 8 0	
51	Saleb ...	...	...	...	8 0 0	4 11 0	12 8 0	7 13 0	{ Increase in present duty over the former.
52	Sheerkhist, Manna ...	...	...	...	1 8 10	2 10 0	12 8 0	9 14 0	{ 9-14-0 increase on former duty.
53	Ruskupoor, ambergris ...	...	...	...	...	...	...	...	
54	Vermillion ...	...	...	...	19 3 3	41 2 4	12 8 0	28 9 6	
55	Moordarsung ...	...	...	...	...	...	12 8 0	...	
56	Cabool ohuna ...	...	...	...	...	...	12 8 0	...	
57	Pewter ("Just") ...	...	...	...	4 11 0	104 11 0	12 8 0	92 3 0	
58	Tin kulace ...	...	...	...	4 11 0	21 5 0	12 8 0	8 13 0	
59	Sandal ...	...	...	...	4 11 0	72 14 0	12 8 0	60 6 0	
60	Brazen utensils ...	...	4 22	100	5 5 8	23 15 8	12 8 0	11 7 8	
61	"Gota" kinaree (lace) ...	...	60 tolas.	100	14 0 0	18 0 0	12 8 0	4 8 0	{ Per 80 tolas. 4-8-0 per cent. increase over former rate
61½	Tobacco ...	...	...	...	15 15 6	99 7 8	12 8 0	86 15 8	{ Per pukha maund.
62	Copper utensils ...	...	...	...	5 5 3	20 6 10	12 8 0	7 14 2	
63	Kasee utensils ...	...	...	...	12 6 11	44 2 4	12 8 0	31 13 8	
64	Kirmdana (Cochineal) ...	...	...	...	19 3 3	9 6 0	12 8 0	3 2 0	{ 3-2-0 increase on former duty.
65	Sulphuric acid, Aruk Gogird ...	...	...	...	...	...	12 8 0	...	
66	Lapis lazuli ...	...	...	...	...	...	12 8 0	...	
67	Quicksilver ...	...	...	...	...	...	12 8 0	...	
68	Ivory bangles ...	...	...	...	...	...	12 8 0	...	
69	Stones (ring) ...	...	...	...	...	...	12 8 0	...	
70	Betelnuts ...	...	...	...	4 8 0	116 4 0	12 8 0	108 19 0	

No.	NAME OF ARTICLES.	Number of Pieces.	Quantity in kutcha maunds of 100 Rupees value.	Amount of Value.	Rate of Duty per kutcha maund formerly levied.	Percentage of Duty formerly levied.	Present rate of Duty. Per cent. <i>ad valorem</i> .	Difference per cent. <i>ad valorem</i> .	REMARKS.
				Rs.	Rs. As. P.	Rs. As. P.	Rs. As. P.	Rs. As. P.	
71	Anardana (Pomegranate seeds) ...	...	...	...	0 8 0	23 7 0	12 8 0	10 15 0	
	And Peels (Post Amar) ...	...	...	...	0 8 0	44 0 0	12 8 0	31 8 0	
72	Toorbod (Tarpethuin Convolvulus) ...	...	...	...	...	...	12 8 0	...	
73	Jowan (the 3 kinds) ...	...	...	...	5 5 0	150 0 0	12 8 0	137 8 0	
74	Tea, China (Soortee) ...	...	...	...	25 0 0	78 2 0	12 8 0	65 10 0	
75	Asafoetida ...	...	...	...	4 10 0	96 14 0	12 8 0	84 6 0	
76	Kuteera (Gum) ...	...	...	...	4 10 0	194 0 0	12 8 0	181 8 0	
77	Goond (Gum) ...	...	...	...	...	...	...	...	
78	Almonds ...	...	...	...	4 10 0	128 0 0	12 8 0	115 8 0	
79	Pistachio nuts ...	...	...	...	4 10 0	57 14 0	12 8 0	45 6 0	
80	Raisins (Kismia) ...	...	...	...	4 10 0	193 12 0	12 8 0	181 4 0	
81	Chulghoza (Pinus Gerardiana) ...	...	...	...	4 10 0	231 0 0	12 8 0	218 8 0	
82	Aloobokhara ...	...	...	...	4 10 0	115 10 0	12 8 0	103 2 0	
83	Tamarind ...	...	...	...	5 0 0	312 8 0	12 8 0	300 0 0	
84	Other fruits ...	...	...	...	...	...	12 8 0	...	
85	Gum Arabic (Sunmgh Arabee) ...	...	...	...	4 10 0	144 0 0	12 8 0	131 8 0	
86	Figs ...	...	...	...	2 0 0	56 4 0	12 8 0	43 12 0	
87	Bara Singha ...	...	...	...	...	...	12 8 0	...	
88	Senna (Suna mukkee) ...	...	...	...	5 5 0	135 8 0	12 8 0	123 0 0	
89	Tirwee ...	...	...	...	...	...	12 8 0	...	
90	Chobcheena (China root) ...	...	...	...	...	...	12 8 0	...	
91	Wusma (Indigo dye) ...	...	...	...	2 0 0	200 0 0	12 8 0	187 8 0	
92	Safflower ...	...	...	...	1 11 0	18 12 0	12 8 0	6 4 0	
93	Haberdashery (Mianari) ...	...	...	...	...	...	12 8 0	...	
94	Uskhai (Suijee) Carbonate of Potash ...	...	...	...	1 10 0	81 4 0	12 8 0	68 12 0	
95	Snuff (Peshawar) ...	...	4 maunds	100	6 7 0	25 12 0	12 8 0	13 4 0	
96	Rung-i-Firoza, a dye (compound) ...	...	...	...	...	...	12 8 0	...	
97	Maeen (dye) ...	...	...	...	4 3 9	525 0 0	12 8 0	512 8 0	
98	Madder ...	...	...	...	4 3 9	104 11 0	12 8 0	92 3 0	
99	Iron ...	...	...	...	...	...	12 8 0	...	
100	Steel ("uspat") ...	...	...	...	...	...	...	...	
101	Cocoanut (Narjeel) ...	...	...	...	4 3 9	56 0 0	12 8 0	43 8 0	
102	Pepper ...	...	...	...	4 3 0	56 4 0	12 8 0	43 12 0	
103	Fililduraz (long pepper) ...	...	...	...	...	...	12 8 0	...	
104	Jozb (Nutmeg) ...	...	...	...	...	...	12 8 0	...	
105	Myrobolan, (Hulela) ...	...	...	...	1 0 0	81 4 0	12 8 0	68 12 0	
106	Amla (Embeleca phyllanthus) ...	...	...	...	1 0 0	125 0 0	12 8 0	112 8 0	
107	Bulela (Bellirick myrobolan) ...	...	...	...	1 0 0	200 0 0	12 8 0	187 8 0	
108	Dates, Khoorma ...	...	...	...	...	...	12 8 0	...	
109	Salt, Sonchul ...	...	...	...	...	...	12 8 0	...	
110	Googgul ...	...	...	...	...	...	12 8 0	...	
111	Akurkura ...	...	...	...	...	...	12 8 0	...	
112	Shoes, men's ...	Per 100 pairs			8 0 0	7 0 6	12 8 0	5 7 6	{ Rs. 5-7-6 per cent. increase over former duty.
	„ females ...				...	...	...	...	
113	Gool Kesoo ...	...	...	...	1 5 3	156 0 0	12 8 0	143 8 0	
114	Catechu ...	...	...	...	4 10 0	57 14 0	12 8 0	45 6 0	
115	Leather hides ...	each	...	...	0 6 0	36 14 0	12 8 0	24 6 0	
116	Leather (cleaned) rookhta ...	Per score	...	...	15 0 0	45 0 0	12 8 0	32 8 0	
117	Leeches ...	...	...	...	1 9 0	131 0 0	12 8 0	118 8 0	
118	Cotton ...	...	...	...	1 1 6	27 1 4	12 8 0	14 9 4	
	Cotton without seeds ...	...	...	...	...	...	...	...	
119	Persian reeds ...	Per score	...	...	3 8 0	35 0 0	12 8 0	23 8 0	
120	Goatskins ...	...	...	...	...	...	12 8 0	...	
121	Cowries ...	...	...	...	...	...	...	...	
122	Other kiriana and all other articles not specified here	Per pukha maund	...	...	0 13 6	23 12 0	0 8 0	0 5 6	{ Per maund. Per thousand Rupees.
123	Salt ...	...	...	...	...	...	4 0 0	...	
	Cash ...	...	...	...	...	...	...	...	

III. A.

THE "DINGA" (TARIFF) OF THE CITY OF JUMMOO, or Import and Export Duties levied on goods brought into and sold at Jummoo and those taken out of it.

IMPORT DUTIES.

No.	NAME OF ARTICLES.		FORMER DUTY.		Present Duty to be levied alike from both descriptions of traders. Per cent. ad valorem.	Difference per cent. remitted.	REMARKS.
			From traders natives of Jummoo. Per cent. ad valorem.	From traders not natives of Jummoo. Per cent. ad valorem.			
1	Buzzazee, (piece goods.—Cotton, Woollen, Silken,) from Calcutta and Bombay	...	4 9 0	6 15 0	3 2 0	3 13 0	
2	Buzzazee, (piece goods.—Cotton, Woollen, Silken,) from Hoshiarpoor and Oormoor Tanda in Zillah Jalundhur, viz., Turbans, Dhotees, Sreebaf, Ghatee, and Dopattas	...	5 12 0	8 4 3	4 0 0	4 4 3	
3	Coarse Country Cloth, (Purchase)	...	6 0 9	8 8 3	4 0 0	4 8 3	
4	Soossee, Loongee and Chartahee, on the price at Kalanour, Goordaspooora	...	8 4 9	10 12 0	4 0 0	6 12 0	
5	Chintz, (Sanbha model) from Kalanour and Butala	...	7 8 0	9 11 0	4 0 0	5 11 0	
6	Munyarree (Haberdashery) and Iron utensils	...	8 15 2	14 0 9	4 0 0	10 9 0	
7	Kiriana and brass utensils, cotton and cowries, and drugs (groceries)	...	6 0 9	10 9 9	4 0 0	6 9 9	From Umritsur.
8	Kiriana from Sealkote and Peshawar Sugar (Shakurturee) from Umritsur	...	9 6 0	13 7 0	4 0 0	9 7 0	
9	Salt (Punjab rock)	...	7 7 6	12 12 0	4 0 0	8 12 0	
10	Felts, flour	...	3 4 0	5 12 0	3 4 0	2 8 0	
11	Oil	...	12 8 0	14 4 0	4 0 0	10 11 0	
12	Small felts	...	6 4 0	9 9 0	3 2 0	6 7 0	
13	Brass and Copper, &c., utensils brought from Sealkote and Goojranwala*	...	12 8 0	14 11 0	4 0 0	10 11 0	
14	Brass and Copper, &c., utensils brought from Bhudial in the Jummoo Ilaka	...	5 0 0	6 4 0	4 0 0	2 4 0	*Exclusive of those imported from Umritsur.
15	Grain.						
	Rice	...					
	Til	...					
	Moong	...					
	Mash	...					
	By the Taoo route	...	9 6 0	9 6 0	3 2 0	6 6 4	On duty levied and leviabie, sale proceeds at Jummoo not on prime cost (Beeschuk.)
	By the Underwah route	...	7 13 0	7 13 0	3 2 0	4 11 0	Ditto ditto. *The present rate, 4 Rupees per cent. ad valorem, will be levied on prime cost (Beeschuk.)
16	Chuna, grain, dāl	...	17 3 0	21 4 0	*4 0 0	17 4 0	
17	Sujjee, (Carbonate of potash)*	...	7 13 0	11 14 0	4 0 0	7 14 0	
18	Sugar from countries to the right or Jummoo side of the Ravee...	...	5 11 3	11 0 3	4 0 0	7 0 3	
19	Sugar from Chuprar in Zillah Sealkote and Makwal in Ilaka Jummoo	...	4 2 3	9 7 3	4 0 0	5 7 3	Same remarks as to No. 16.
20	Molasses and Coarse Sugar by the Taoo route	...	7 15 6	12 0 6	4 0 0	8 0 6	Levied on prime cost and to be levied in future on ditto.
	By the Underwah route	...	5 10 6	9 11 0	4 0 0	5 11 0	
21	Tobacco, by the Taoo route	...	0 1 6	1 6 0	*4 0 0	...	* On prime cost.
	By the Underwah route	...	9 8 0	9 6 0	...	...	Per Rupee of sale proceeds.
22	Soap from Sanbha in Jummoo territory	...	7 13 0	11 14 0	4 0 0	7 14 0	† Per cent. on sale proceeds. ‡ Per cent. on prime cost (Beeschuk.)
23	Grain, wheat, gojee, gram, adua, jow, (barley) mash, kothli, til, mukes, rice	...	15 10 0	19 11 0	4 0 0	15 11 0	

No.	NAME OF ARTICLES.		FORMER DUTY.		Present Duty to be levied alike from both descriptions of traders. Per cent. ad valorem.	Difference per cent. remitted.	REMARKS.
			From traders natives of Jummoo. Per cent. ad valorem.	From traders not natives of Jummoo. Per cent. ad valorem.			
			Rs. As. P.	Rs. As. P.	Rs. As. P.	Rs. As. P.	
24	Kodra, moong, and other grains from the Mahraja's own territories	...	*4 1 9	*4 1 9	†3 2 0	15 9	{ * On sale proceeds. † On prime cost.
25	Leather	Per ox load.	0 11 6	0 11 6	0 5 6	0 6 0	
26	Hides (Buffalo)	Per score...	0 3 0	0 3 0	0 1 6	0 1 6	
	Ditto ditto	...	0 4 0	0 4 0	0 2 0	0 2 0	
27	Chumruk, leather trowsers	Per score ...	0 8 0	0 8 0	0 8 0		
28	Earthen vessels	Per donkey load ...	0 1 0	0 1 0	Maf.		
29	Paper, Sealkote	Per ream ...	1 0 0	1 0 0	1 0 0		
30	Melons	Per tattoo load ...	0 3 3	0 2 0	Maf.		
31	Saddle (kathee and hurna) and Horns	Per score...	0 5 0	0 5 0	0 5 0		
32	Vegetables, kuchaloo	Per juwal or tattoo load ...	0 3 3	0 3 3	0 2 0	0 1 3	
	Shukarkundee	...	0 4 0	0 4 0	0 2 0	0 2 0	
33	Sugarcane	Per camel load ...	0 4 0	0 4 0	0 2 0	0 2 0	
		Per tattoo load ...	0 2 0	0 2 0	0 1 0	0 1 0	
		Per man's load ...	0 1 0	0 1 0	0 0 6	0 0 6	
		...					
34	Chillies	Per tattoo load ...	0 0 7	0 0 7	0 0 3½	0 0 3½	
		Per man's load ...	0 0 3	0 0 3	0 0 1½	0 0 1½	
35	Gram, (green crop)	Per tattoo load ...	0 1 0	0 1 0	0 0 6	0 0 6	
36	"Trunger," Drugs, &c.	...	...	...	...	...	{ To pay duty at the different Customs posts according to the established rates. No duty to be levied at Jummoo. Per Rupee of sale proceeds.
37	Cloth manufactured in Jummoo (city)	...	0 1 6	0 1 6	0 0 6	0 1 0	
38	Chintz manufactured in Jummoo (city)	Per score pieces (thans)	0 10 0	0 10 0	0 5 0	0 5 0	
39	Poll tax, on shoe sellers (Khojas) and Khateek Tanners	At per an-num ...	15 0 0	...	...	...	{ Maf.
40	Mango pickles	Per jar ...	12 0 0	...	...	...	
41	Reeds from Sealkote	Per tattoo load ...	1 10 0	1 10 0	1 0 0	0 10 0	
	Lukhaour	...	0 7 0	0 7 0	0 5 0	0 2 0	
42	Wool (sheep) from Punjab	Per maund kutchu...	0 6 0	0 6 0	0 5 0	0 1 0	
43	Bamboo work, Changeran, Pit-tar, Tokree, &c.	...	...	...	...	...	{ Maf since Sumbut 1918.
44	Opium	Per 5 seers.	0 14 0	0 14 0	0 14 0		
45	Churus	...	0 8 0	0 8 0	0 8 0		
46	Vinegar from Umritsur	Per Banghy	0 10 6	0 10 6	0 0 0		
47	Chirwa, "grain" from Sealkote	...	0 6 0	10 15 0	*4 0 0	6 15 0	{ Per cent. on sale proceeds. * On prime cost (Beechuk). On prime cost.
48	Silk (fine) from Umritsur	...	7 0 6	7 0 6	7 0 6		Per Rupee of value.
49	Silk (coarse) from Umritsur	...	0 1 4½	0 1 4½	0 1 4½		
50	Gota, kinaree, lace, gold thread, &c.	...	0 0 3	0 0 3	0 0 3		{ Per Rupee of sale proceeds.

Export Duty on goods exported from the Maharaja's territory of Kashmir to British territories, by the Banihal, the Boudhul, the Sumot, the Bhimbur, the Gohalun, and the Moosurabad routes.

No.	NAME OF ARTICLES.	FORMER RATE OF DUTY IN CHILKEE AND COMPANY'S RUPEES.			PRESENT RATE OF DUTY IN CHILKEE AND COMPANY'S RUPEES.		Difference in Chilkee Rupees.	REMARKS.
			Chilkee Rupees.	Co.'s Rs.	Chilkee Rupees.	Co.'s Rs.		
	<i>Pushmeena Shawl pieces.</i>							
1	Furd Shawl, dourdar goshedār bortekulan (woven) ... 1 Piece	...	12 11 9	...	12 11 9			
2	Square Shawl, 2 yards square, woven ... 1 Ditto	...	9 5 9	...	9 5 9			
3	"Ulwan," shawl cloth, woven 1 Piece. Than 15 yards by 1 yard	...	9 13 3	...	5 0 0	...	4 13 3	
4	Furd Shawl, dour umlee, 5 yards in length (needlework) ... 1 Piece	...	10 12 0	...	6 0 0	...	4 12 0	
5	Furd Shawl, dour umlee, 3½ yards long (needlework) ... 1 Ditto	...	9 15 9	...	5 0 0	...	4 15 9	
6	Chogha ulwan (shawl cloak) dour mehrab umlee (needlework) ... 1 Ditto	...	4 8 9	...	3 0 0	...	1 8 9	
7	"Chadur" or shawl cloth, 10 yards long ... 1 Sheet	...	11 0 6	...	6 0 0	...	5 0 6	
8	"Kussaba," square shawl, needlework, 2 yards square ... 1 Piece	...	8 2 0	...	5 0 0	...	3 2 0	
9	Jamewar, striped shawl, 3 yards long ... 1 Ditto	...	10 0 9	...	6 0 0	...	2 0 9	
10	Bultee "chadur" 1 furd ... 1 Ditto	...	2 11 9	...	1 8 0	...	1 3 9	
11	Chadur char hashia kinaredar, 5 yards long ... 1 Ditto	...	10 0 3	...	6 0 0	...	4 0 3	
12	Chadur char hashia kinaredar, 3 yards long ... 1 Ditto	...	9 9 9	...	5 0 0	...	4 9 9	
13	Chadur without hashia, 3½ yards long ... 1 Ditto	...	8 6 0	...	4 6 0	...	4 0 0	
14	Pushmeena cloth, ektara, 20 yards by 10 giras ... 1 Ditto	...	8 3 6	...	5 0 0	...	3 3 6	
15	Chadur without hashia, zunjierdar, 5 yards long ... 1 Ditto	...	11 9 6	...	7 0 0	...	4 9 6	
16	"Chikun," embroidered Pushmeena, "neemzuree," 2 yards long. (Exclusive of the duty on embroidery work levied separately) ... 1 Ditto	...	5 15 0	...	4 0 0	...	1 15 0	
17	"Chikun," silk embroidery on silk cloth, Duryaee, inclusive of the duty on embroidery work ... 1 Ditto	...	4 15 9	...	3 0 0	...	1 15 9	
18	"Kuddar" shawl, 3½ yards long ... 1 Ditto	...	9 5 9	...	5 0 0	...	4 5 9	
19	"Razaee," woven shawl, 3½ yards long ... 1 Ditto	...	10 0 9	...	6 0 0	...	4 0 9	
20	Table cover (shawl) kutan embroidery ... 1 Ditto	...	6 0 3	...	4 0 0	...	2 0 3	
21	Chogha, kutan work ... 1 in No.	...	5 4 3	...	3 0 0	...	2 4 3	
22	Jacket, (ditto) ... 1 Ditto	...	3 4 3	...	2 0 0	...	1 4 3	
23	Waistcoat, (ditto) ... 1 Ditto	...	0 12 1½	...	0 8 0	...	0 4 1½	
24	Cap, (ditto) ... 1 Ditto	...	0 2 0	...	0 2 0	...		
25	Square Shawl, Roomal, umleekar, 1 yard and 4 giras square (needlework) ... 1 Ditto	...	4 1 3	...	3 8 0	...	1 9 3	
26	Chadur, umleekar, 2½ yards and 3 yards long (needlework) and Roomal (square shawl) 1½ yards square ... 1 Ditto	...	8 2 0	...	5 0 0	...	3 2 0	
27	Chadur, umleekar, needlework, 7 yards long ... 1 Ditto	...	15 0 9	...	9 0 0	...	6 0 9	
28	Chadur, umleekar, needlework, 10 yards ... 1 Ditto	...	18 0 9	...	11 0 0	...	7 0 9	
29	Chadur, umleekar, needlework, 9 yards ... 1 Ditto	...	16 0 9	...	9 0 0	...	7 0 9	
30	Cap, umleekar, needlework ... 1 Ditto	...	9 13 6	...	9 8 0	...	0 5 6	
31	Shoe cover, Pushmeena, katarandoz ... 1 Ditto	...	0 4 0	...	0 2 0	...	0 2 0	
32	Chadur, Pushmeena cloth, 13 yards long ... 1 Ditto	...	14 4 0	...	8 0 0	...	6 4 0	

No.	NAME OF ARTICLES.	FORMER RATE OF DUTY IN CHILKEE AND COMPANY'S RUPEES.			PRESENT RATE OF DUTY IN CHILKEE AND COMPANY'S RUPEES.		Difference in Chilkee Rupees.	REMARKS.
			Chilkee Rupees.	Co.'s Rs.	Chilkee Rupees.	Co.'s Rs.		
33	{ Loongee, charhashia, 4 1/2 in No. ...	1 in No.	9 15 9	...	6 0 0	...	3 15 9	
34	{ and 5 yards long ... }	1 Ditto	4 2 6	...	2 0 0	...	2 2 6	
35	Lungota and Shalwar, (Push-meena kumurband.) scarves, 6 yards, needlework ...	1 Ditto	8 5 6	...	5 0 0	...	3 5 6	
36	Goolooband, umlee (needlework) worth up to 25 Rupees ...	1 Ditto	4 3 0	...	2 8 0	...	1 11 0	
37	Mutun kaneekar, woven ...	1 Ditto	1 12 0	...	1 0 0	...	0 12 0	
38	Pushmeena, puttoo, Thibetan, 12 yards and 15 yards long ...	1 Ditto	2 11 3	...	1 8 0	...	1 3 3	
39	Goolooband, katan work ...	1 Ditto	0 10 0	...	0 5 0	...	0 5 0	
40	Kussaba (square shawl, "chikun," silk embroidered) exclusive of duty on chikun work, 2 yards square ...	1 Ditto	4 15 9	...	4 15 9	...		
41	Ditto ditto up to 1 yard and 13 giras long, exclusive of chikun duty ...	1 Ditto	2 0 0	...	2 0 0	...		
42	Sling, Chinese Pushmeena or shawl cloth imported into the Raja's territories ...	1 Ditto	6 10 6	...	3 0 0	...	3 10 6	
43	Border "hashia," woven ...	Per 100 yards...	7 2 3	...	7 2 3	...		
	<i>N. R. "Ragun" or duty on needlework (umleekar.)</i>							
44	Saffron (Zafuran or Puttee) ...	Per munwatta...	6 14 6	...	4 0 0	...	2 14 6	A munwatta is a Kashmiri measure equal to 1 seer and 6 chataks of English standard.
45	Zurda Zafuran or Puttee ...	Ditto	2 6 9	...	1 8 0	...	0 14 9	
46	"Biheedana," Quince seed ...	Per Kashmiri maund	12 10 0	...	7 0 0	...	5 10 0	A Kashmiri maund is equal to 80 seers English standard.
47	Churus ...	Per teruk = 6 seers English standard	6 2 3	...	1 0 0	...	5 2 3	
48	Chobkoot, a root ...	Per khurwar = 2 maunds 16 seers English standard	9 0 0	...	9 0 0	...		
49	Bartung (medicine) ...	Per Kashmiri maund	3 2 0	...	2 0 0	...	1 2 0	
50	Kunocha (ditto) ...	Ditto	5 11 6	...	3 0 0	...	2 11 6	
51	Ufteemoon medicine and Violet (Cunafoba) ...	Ditto	5 12 9	...	3 0 0	...	2 12 9	
52	Goochlee, (vegetable) ...	Ditto	4 14 6	...	2 0 0	...	2 14 6	
53	Zeera, black, (Cummin seed) ...	Ditto	6 10 6	...	4 0 0	...	2 10 6	
54	Woollen or Puttoo Jackets kutandoz ...	1 in No.	0 10 0	...	0 8 0	...	0 2 0	
55	Woollen or Puttoo Jackets not worked ...	1 Ditto	0 8 0	...	0 6 0	...	0 2 0	
56	Woollen or Puttoo Waistcoat ...	1 Ditto	0 2 0	...	0 2 0	...		
57	Woollen or Puttoo "Futooe" or coat worked or not worked "kutandoz" and "sada," large ...	1 Ditto	0 5 0	...	0 5 0	...		
58	Ditto ditto small ...	1 Ditto	0 2 6	...	0 2 6	...		
59	Woollen stockings and gloves ...	Per pair		...		...		
59 1/2	{ Pushmeena ... }	Ditto	0 8 0	...	0 3 0	...	0 5 0	
59 1/2	{ Woollen (oonee) ... }	Ditto	0 4 0	...	0 1 0	...	0 3 0	
60	Fruits, Kashmir apples, grapes, umrood, &c. ...	er Pitthoo or kulta, containing 500 in No.	4 8 9	...	3 0 0	...	1 8 9	
61	Chadur, woollen sheets ...	1 in No.	1 9 0	...	1 9 0	...		
62	Chadur, woollen sheets, pat two folds ...	1 Ditto	0 13 0	...	0 13 0	...		
63	"Gubba," woollen bed sheet for a charpae ...	1 Ditto	1 0 0	...	0 10 0	...	0 6 0	
64	Ditto ditto flowered ...	1 Ditto	3 2 0	...	2 0 0	...	1 2 0	
65	Chagha, Cuttoo, woollen ...	1 Ditto	1 4 3	...	0 12 0	...	0 8 3	
66	Silk (raw) clean ...	Per Kashmiri maund	48 7 9	...	40 0 0	...	8 7 9	
67	Unclean ...	1 Ditto	48 7 9	...	20 0 0	...	28 7 9	
68	Shoes, saghree ...	Per pair	0 6 0	...	0 2 0	...	0 6 0	

No.	NAME OF ARTICLES.	FORMER RATE OF DUTY IN CHILKEE AND COMPANY'S RUPEES.			PRESENT RATE OF DUTY IN CHILKEE AND COMPANY'S RUPEES.		Difference in Chilkee Rupees.	REMARKS.
			Chilkee Rupees.	Co.'s Rs.	Chilkee Rupees.	Co.'s Rs.		
69	Kashmiree paper, Duhmooshtee	...	...	...	0 1 3	...	...	No duty to be levied within the Mahara-ja's territories as far as Jum-moo. Export duty at Jum-moo to be levi-ed as herein detailed.
	" " Sherjungee.	...	...	...	0 0 3	...	...	
	" " Kulumdane	...	...	...	0 0 6	...	...	
70	Jars of Preserve of Violet, bottles of Bedmooshk, &c...	Per bottle	0 5 10½	...	0 2 0	...	0 3 10½	
71	Char mughz, Walnuts	" kulta	3 15 0	...	2 0 0	...	1 15 0	
72	Ducks, per score	Ditto	4 10 6	...	2 0 0	...	2 10 6	
73	Ghee	Per khurwar	8 12 0	...	7 0 0	...	1 12 0	
74	Vurch (medicine)	Ditto	6 9 0	...	4 0 0	...	2 9 0	
75	Phoollee Soda)	Per Kashmirree maund	12 10 9	...	8 0 0	...	4 10 9	
76	Kulghee, feather	...						
77	Paper machie work, spoons	...						
78	Trays	...						
79	Kulumdans, &c.	...						
80	Boxes, Sundook	...						
81	Billour, chrystal	...						
82	Jasper, Sungi yusham	...						
83	Pistols	...						
84	Carabines	...						
85	" Khurul" of jasper	...	0 5 0	...	0 2 6	...	0 2 6	Per Rupee ad valorem.
86	" Soznee" or needleworked bedsheet or flowered sheet...	...						
87	Shells	...						
88	Hookka bottoms	...						
89	Russian leather	...						
90	Otter skins	...						
91	Deer skins and Bear skins	...						
92	Small carpets (" asun")	...						
93	Carpets, ghaleecha	...						
94	Jai Nimaz	...						
95	Nuddafee	...						
96	Wooden shoes, Nalain	...						
97	Tillee shawlbfan	...						
98	Kibla nooma, or magnetic compass	...	0 5 0	...	0 2 6	...	0 2 6	Per Rupee of value.
99	Chessmates and Cards	...						
100	Mala of Billour, chrystal	...						
101	Turquoiz, &c.	...						
102	{ Currants	Per Kashmirree	9 3 0	...	4 0 0	...	5 3 0	
	{ Zurdaloo	maund	...					
103	Pushmeena cap	1 in No.	0 1 6	...	0 1 6	...		
104	Kuzreo, saddle cloth	1 Ditto	0 8 0	...	0 8 0	...		
105	Chirm yuruk, prepared leather	Per leather	0 8 0	...	0 4 0	...	0 4 0	
106	Porter carrying ghee	" man	0 9 6	...	0 9 6	...		
107	" carrying a load	Ditto	0 12 6	...	0 12 6	...		
108	Charjama (saddle cloth)	1 set	2 4 0	...	1 8 0	...	0 12 0	
109	Horses and Ponies	Per cent. of va-lue	13 8 0	...	7 0 0	...	6 8 0	
110	Kheta zeera, Cummin	Per Kashmirree maund	4 3 9	...	3 0 0	...	1 3 9	
111	Mughz singhara (water nut kernels)	Per khurwar	3 11 0	...	1 0 0	...	2 11 0	
112	Other goods not specified taken from Shrinagur	" cent of va-lue	15 0 0	...	15 0 0	...		
113	Tabacco, Kashmirree	Per Kashmirree maund	5 0 0	...	...	...	...	* Remitted.

II. B.

TABLE showing the Import and Export Duties levied at Leh on goods exported from Yarkund to the Punjab, Kashmir and Jummoo, through Leh

No.	NAME OF ARTICLES.	IMPORT DUTY LEVIED AT LEH.			EXPORT DUTY LEVIED AT LEH ON BEING EXPORTED TO KOOLLOO.*			EXPORT DUTY LEVIED ON BEING EXPORTED TO RAMPOOR.			
		No. or Quantity.	Former Duty.	Present Duty.	Difference.	Former Duty.	Present Duty.	Difference.	Former Duty.	Present Duty.	Difference.
	<i>Export Duty.</i>										
1	Shawl, wool	... Per horse or pony load.	...	*18 6 0	...	Nil					
2	Bultee pashmeena chadars	... Per pair	...	0 6 0	...	0 6 0	...			0 6 0	
3	Felt Caps, Chinese	... Per cap	...	* 5 10 0	...	0 0 6	...			0 0 6	
4	Gillur pattur	... Per maund kutchu	...	* 5 10 0	...	1 4 0	...			0 10 0	
5	Churas	... Ditto	...	*18 6 0	...	1 0 0	...			0 10 0	
6	Silk, Khootan	... Ditto	...	* 5 10 0	...	1 4 0	...			0 10 0	
7	Felts	... Per felt	...	* 5 10 0	...	0 1 0	...			0 1 0	
8	Carpets	... Per piece	...	* 5 10 0	...	0 4 0	...			0 4 0	
9	Yambo, silver ingots	... Per ingot	...	0 8 0	...	1 0 0	...			0 8 0	
10	Tuwar, chinese silk cloth	... Per piece	...	* 5 10 0	...	1 4 0	...			0 4 0	
11	Linzee, silk cloth	... Ditto	...	...	...	0 1 0	...			0 2 0	
12	Mushro, silk cloth	... Per pony load	...	5 10 0	...						
13	Sling	... Per piece	...	* 5 10 0	...	0 4 0	...			0 2 0	
14	Porcelain from Yarkund	... Per horse load	...	5 10 0	...						
15	Murjan, Coral, Large sized	... } Per tola	{	* 5 10 0	...	0 2 0	}	...	...	0 1 0	
	Small sized					0 1 0					
16	Gooli darcheenee	... Per maund kutchu	...	* 6 0 0	...	1 8 0	...			0 12 0	
17	Lassea Tea, black	... Per Dhamoon or brick	...	...	...	1 0 0	...			0 8 0	
18	Yarkund Tea	... Per pony load	...	5 10 0	...						
19	Ditto	... Ditto	...	6 0 0	...						
20	Rhubarb, Rewund cheenees	... Per maund kutchu	...	* 5 10 0	...	1 0 0	...			0 2 0	
21	Russian Leather	... Per piece	...	* 5 10 0	...	0 2 0	...			0 2 0	
22	Targot, Gold Thread, false	... Buttee = 2 seers English standard	...	* 5 10 0	...	1 0 0	...			1 0 0	
23	Horses and Ponies, Maf										
24	Maneeran cheenees	... Per horse load	...	5 10 0	...						
25	Kimsana leather	... Per pony load	...	5 10 0	...						
26	Koondooz sable skin	... Ditto	...	5 10 0	...						
27	Brocade, Russian, false	... Ditto	...	5 10 0	...						
28	Buzazee, Yarkund cloth, sumzoon, zookh	... Ditto	...	5 10 0	...						
29	Broadcloth, Russian	... Ditto	...	5 10 0	...						
30	Yarkund Soap	... Ditto	...	5 10 0	...						
31	Yarkund Tobacco	... Ditto	...	5 10 0	...						
32	Turquoiz	... Ditto	...	5 10 0	...						
33	Gharee koon, a medicine, Chinese	... Ditto	...	6 0 0	...						
34	Yarkund lead	... Ditto	...	6 0 0	...						
35	Yarkund Sal Ammoniac, Nousadur (mineral)	... Ditto	...	6 0 0	...						
36	Gold dust	... Per tola	...	0 1 0	...						
37	Lapis lazuli	... Per Rupee of value	...	0 0 3	...						
38	Lapis lazuli (pound)	... Per maund kutchu	...	2 8 0	...						
39	Iron from Yarkund										
40	Raisins										
41	Pishtachio nuts			Maf							
42	Horses and Ponies										
43	Rukumisalamee and Felt	... Per kafil...	...	5 0 0	...						

* Per pony load.

III. B.
Exports from Jummoo (City).

No.	NAMES OF ARTICLES.		FORMER DUTY.		Present Duty to be levied alike from both descriptions of traders. <i>per cent. ad valorem.</i>	Difference per cent. remitted.	REMARKS.
			From traders natives of Jummoo. <i>Per cent. ad valorem.</i>	From traders not natives of Jummoo. <i>Per cent. ad valorem.</i>			
1	Ghee, per Rupee of value	...	0 1 0	0 1 0	0 0 6	0 0 6	
2	Shawl manufactured in Jummoo	...	...	...	...	...	
3	Ditto and shawl thread brought from Kishtwar and taken to Umritsur	Per kutcha maund ...	6 8 0	6 8 0	6 8 0	...	
4	"Trungur" taken by the Makwal route, per Rupee of value	...	0 2 0	...	0 1 0	0 1 0	
	By the Taoo route	Per tattoo load ...	0 3 0	...	0 1 0	...	
	Another rate, per ten Rupees	...	1 0 0	...	...	...	
	By the Ramghur route, per Rupee of value	Per tattoo load ...	0 6 0	...	0 1 0	...	
	Another rate, per ten Rupees	...	1 0 0	...	...	...	
5	Bamboo work, Pitar	Each ...	0 0 6	...	...	...	
	Chunger	...	0 2 0	...	...	...	
	Chhabaiturazoo	...	0 2 0	...	...	...	
	Baskets	Per score ...	0 1 0	...	...	...	
6	Shoes (pairs of)	...	0 8 0	0 8 0	0 8 0	...	
7	"Trungur," Ginger, &c., per Rupee of value	...	0 2 0	0 2 0	*0 1 0	...	*Exclusive of Customs duty taken on ferries and posts.
8	Rice, Basmuttee, per Rupee of value	...	0 1 6	...	0 0 6	...	
9	Lime	Per 100 maunds kutcha...	2 0 0	0 0	2 0 0	...	
10	Goat-skins and shoes taken to Umritsur, Kishtwar, and Sreenugur	Per score ...	1 4 0	1 4 0	0 12 0	0 8 0	
11	Buzzazee, Kiriana. Piece goods and copper and brass utensils. Munyaree and tea taken to Kishtwar, Oodhumpoor, and Riasee, Ukhnoor, Himmut, Sambha, and Ramnugur, Bhudrwa, per cent. <i>ad valorem</i>	...	6 4 0	6 4 0	0 8 0	*5 12 0	*Exclusive of duty to be levied at outposts (Customs).
12	Timber brought down on the Tuvve below Jummoo, per Rupee of value	...	0 1 0	0 1 0	0 1 0	...	
13	Raw silk and saffron from Kashmir	...	...	...	...	...	
	Quince seed from Bhudrwa, Doda, and Kishtwar	...	...	...	...	...	
	Cholkoot	Per maund Lahourgee.	0 10 6	0 10 6	0 10 6	...	Export duty maf.
14	Salt taken to Out-stations in Jummoo, viz., Riasee, Ramgurbh, Khidree, Goolabgurbh, Urnae, Oharlutta, Underwah, <i>per cent. ad valorem</i>	...	6 4 0	6 4 0	maf ...	...	No export duty taken at Jummoo, but to pay a duty of 1-9 0 per cent. <i>ad valorem</i> at these places, excepting at Riasee, where it shall be "maf." The established duty on the Customs posts "Goozurat" also to be taken.
15	Salt taken to four other stations, viz., Doda, Kishtwar, Joudpoor, Kannee, per Rupee of value	...	...	0 3 0	...	...	The Zemindars and Purachas formerly used to obtain salt from the Surkaree or Maharaja's Salt Depôt; now they will be at liberty to purchase from the Bhabrashop-keepers, paying three pie per Rupee of value as export duty on taking it away from Jummoo. The established duty on the Customs posts on the road will also have to be paid.

Correspondence on the subject of British Trade with Sikkim, Thibet, Bootan, and Nepal.

From J. GEORGEHAN, Esq., Under-Secretary to the Government of Bengal, to the Superintendent of Darjeeling,—(No. 58T., dated Darjeeling, the 2nd May 1864.)

THE Lieutenant-Governor has been informed by Cheebo Lama that the trade with Thibet, which is yearly increasing, and has now assumed considerable proportions, would be greatly promoted if a suitable place near the Station of Darjeeling were assigned to the Thibet traders, where they could find proper accommodation for themselves and their cattle during their stay at that place.

2. It seems to His Honor that no better site could be found for this purpose than the Government reserved land at the end of the Lebong Spur. It is sufficiently near the Station for purposes of trade, and yet not near enough to cause any inconvenience to the residents if occupied in the manner proposed. There is abundance of forest and grazing ground, and if there are no springs water can easily be conducted there to the lower levels by a bamboo conduit from the upper part of the Spur.

3. The land is not now required for any other public purpose, nor, if it were desirable to alienate it, does it possess much value as a building location for European residence. A few sheds should be erected at the extremity of the Spur for the accommodation of the traders on a level at which water could be easily supplied by the natural fall of the ground, and the sheds should be connected with the Rungeet Road by a good bridle-path eight or ten feet wide.

4. The traders would probably be willing hereafter to pay a small rent for the use of the ground and sheds, and people ought to be encouraged to form a bazar there under proper regulations, and on condition of removal at three months' notice should the ground be required for any other purpose.

5. The timber should be carefully preserved and no one should be allowed to cut down a tree without your permission. The burning of the jungle on any part of the land must be absolutely forbidden.

6. The Lieutenant-Governor has ascertained from Cheebo Lama that an arrangement of this kind would be very acceptable to the traders, and tend greatly to promote the traffic with Thibet. His Honor therefore requests that you will take the matter into your immediate consideration and submit a Report on the plan suggested, which, in case you see no objection to it, His Honor authorizes your taking measures at once to carry out.

7. I am at the same time to request that you will be good enough to prepare and submit a general Report on the trade between Darjeeling and Sikkim and Thibet, showing, as nearly as you can ascertain, the quantity and value of every kind of produce imported into Darjeeling from those countries during the past four years, and of the articles, including specie, taken in return. The routes by which the traders convey their goods should be accurately described, all impediments by which the trade may be in any way hindered should be ascertained and reported, and means suggested for removing them.

8. I am also to request that you will ascertain and report the particulars of any trade that now exist with Bootan on the one hand, and Nepal on the other, and make any suggestions for the encouragement of such trade that may occur to you.

From H. C. WAKE, Esq., J. B., Deputy Commissioner of Darjeeling, to the Under-Secretary to the Government of Bengal,—(No. 277, dated the 30th June 1864.)

IN accordance with the instructions conveyed in paragraphs 7 and 8 of your letter No. 58T. of the 2nd of May 1864, I have the honor to submit the following Report on our trade with Sikkim, Thibet, Bootan, and Nepal during the years 1861, 1862, and 1863, together with a Tabular Statement showing the articles of merchandize which have changed hands with the prices realized year by year.

2. My means of gathering information are restricted, no traders of any importance reside here, and the details have, in a great measure, been supplied by Cheebo Lama, whose position in connection with those who trade between the above countries are such as to render him well acquainted with the subject and to enable me to rely on the accuracy of his statements.

3. The calculations of course are merely approximate, but, I consider, tolerably accurate.

Importations from Sikkim.

4. The merchandize imported from Sikkim consists of horses, cattle, including sheep and goats, blankets, salt, musk, wax, ghee, oranges, millet, rice, lime, and copper; the last only since 1862.

5. There has been a steady annual increase in the trade, and the importations of 1863 are nearly double those of 1860; the prices realized during the four years under notice amount to Rupees 89,535. Of this Rupees 19,450 returned to Sikkim in the shape of goods, Rupees 70,805 leaving the District in cash. The sales of 1863 alone amounted to Rupees 33,094, of which 5,750 was spent in the Settlement.

6. The most valuable importations have been ponies, salt, wax, millet, lime, and copper, all but the last being used and consumed in the District.

7. Traders enter the Settlement by four routes—two *via* Namchee and Chadam to the Burra Rungeet on our frontier, and two *via* Zeemee to Gokul and Tranduc to Colbong. No special impediments to trade are reported, the difficulties being confined to the ordinary vicissitudes of travel in mountainous and sparsely populated countries and the badness of the roads.

8. As regards the trade with both Sikkim and Thibet every thing is to be hoped for by the completion of the proposed main road through the former to the frontier of the latter. I trust that the execution of this project will no longer be delayed, and that early next Officer may be specially appointed who, untrammelled by other duties, can without interruption complete the survey, marking out the route in such a way that the work may be at once carried on.

Exportations to Sikkim.

9. The articles purchased here for exportation to Sikkim are English cloth, calico, brazen and other metal utensils, tobacco, and coral, the prices realized during the last four years amounting already shown, to Rupees 19,450.

10. The receipts of 1863 exceeding those of 1861 by nearly one-third. With the exception of tobacco, which is grown in the Teraie, none of these goods are of local manufacture, the Settlement being mainly itself dependent on other places for its supplies produces nothing for exportation but tea.

11. As the manufacture of this latter increases and the communications with Thibet are improved a great quantity will doubtless be exported for consumption both in that country and Sikhim; the inhabitants of both are large consumers, and the brick tea imported from Lassa and China, their present markets, will no longer be used.

12. As trade is opened up and an accessible market provided, the prosperity of the people will proportionably increase and with it a demand for European and foreign luxuries; there is already an annually increasing call for English cotton goods and cloth.

Importations from Thibet.

13. The trade with Thibet consists in importations of horses, mules, blankets, tea, turquoise, ox-tails, wool, musk, brazen musical instruments, and shoes.

14. The imports have increased greatly during the last four years; the total cost of goods sold amounts to Rupees 64,005, and that of 1863 is nearly treble that of 1860. Of this Rupees 64,005 Rupees 43,700 are spent in Darjeeling in the purchase of goods for exportation, only Rupees 20,305 being taken away in cash.

15. The chief increase has been in horses, blankets, turquoise, wool, and musk, the first, for the most part, finding their market in the plains, the second being easily disposed of amongst the immense number of coolies now employed in the Settlement.

16. The increase is owing to our improved relations with Sikhim, through which the Thibetians must pass, and the trade will no doubt be greatly augmented by the completion of a direct road through Sikhim and Railway communication with Calcutta; a considerable portion of the China trade would doubtless be diverted from other and more circuitous routes, and Darjeeling as a mutual market in a fine climate will become important as a mercantile Depôt.

17. Merchandise from Thibet reaches us by routes starting from Chala, Yekla, Nathey, Cumra, and Dangsa; all these meet in Sikhim, through which they enter Darjeeling, *via* Gang-tock and Dikeeling; there either being separate roads to the Burra Rungeet, there is a small Export Duty levied at Fogty in Thibet. No other obstacles are reported.

Exportations to Thibet.

The articles exported by the Thibetians are chiefly tobacco, indigo, and kuth, (catechue,) of which in 1863 exceed those of 1860 in the ratio of six to one.

The other articles mentioned, with the exception of saltpetre and bar iron, being petty English manufactures; the latter, besides being dear on account of the distance from which they are brought, are difficult of carriage, and are probably supplied to the Thibetians from other quarters.

Importations from Bootan.

20. The trade from Bootan, as is to be expected from the brutal and ignorant nature of their Rulers, is small. The chief article to be disposed of

appears to be musk, and we get the benefit of this in the numerous coolies who find employment on our Public Works and Tea Plantations. There is scarcely any perceptible increase in their importations; the total value during the four years is Rupees 1,700, while, in the other hand, the value of goods taken in exchange amounts to Rupees 4,200 only.

21. Again cloth is the only article worth mentioning; still, as this item includes all sorts of cloth and cotton goods, it is significant as giving proof of a demand for English goods.

22. What is known of their buildings and Public Works shows that they are an ingenious and mechanical people, and improved relations with the country would doubtless lead to a brisk trade.

23. There are two roads by which Bootan trade enters Darjeeling; *first*, *via* Shaugney and Jungsa to Dalimcote, thence crossing the Sum-lienghat to Poshook; *second*, from Paroo passing the frontier of Thibet and Bootan by Choomby and Rinchingong in Thibet, thence *via* the Chula Yeklah and Nathay Passes in Sikhim to the Burra Rungeet. With respect to this trade as that of the other countries nothing on their side seems called for but better roads.

Importations from Nepal.

24. Regarding the trade with Nepal I write with great uncertainty. The information I have received tends to show that trade during the last four years has remained much where it was; the only increase of importance appears to be in cattle and blankets, for both of which the increased population of Darjeeling affords a ready market.

25. The sales of 1863 show only Rupees 25,140 against Rupees 23,040 of 1860; the total prices realized in the four years amount to Rupees 96,960, of which only Rupees 4,000 were spent in return.

26. This is probably accounted for by Nepal bordering on other Districts more accessible than this. The latter sum is said to be spent entirely on chintz and cotton goods.

27. The figures both as regards Nepal and the other countries represent only sales effected to, and by, regular traders.

28. The Nepal traders reach us by three routes; *first*, *via* Elamghurree in Nepal, crossing the Mischee to Nagree; *second*, Mayoong in Nepal to Goong; *third*, *via* Toonglong and Fulaloong in Nepal to Samaboong near Ghoke. No special difficulties are reported except as regards cattle and iron, the exportation of which is said to be prohibited and to be effected secretly. A small Duty is levied on the frontier on other articles.

29. As I have shown, the difficulties of access alone are complained of by those from whom I have gathered my information, but there is another and a far more important obstacle, which brings me to the first part of your letter under reply.

30. It is the uncertainty of the market, the purchasers being confined to few and scattered individuals, and there being no place where trade can be openly carried on, competition aroused, and cattle goods safely herded and stored, and the traders comfortably accommodated.

31. The traders from all these countries congregate here much about the same time at the end of the rains and during the cold weather, and I see no difficulty in carrying out the Lieutenant-Governor's project of setting apart the Lebong Spar for these purposes, though eventually I

would not limit the accommodation afforded to the Thibet traders alone. I some time ago reported to Government that I recommended the institution of an annual Fair, and that Cheebo Lama would furnish ground on the Ghoke Hill, but that was with a view to its being easily accessible from the proposed road to Thibet, and, under present circumstances, the land at Lebong as being in immediate communication with one of the main roads and being Government property may be preferable. There was no use in commencing

operations at the commencement of the rains with plenty of time before us, as the traders do not begin to arrive till the middle of October, but I have put things in train and will have a sufficient space cleared and rough sheds erected by the time they are needed; it would be difficult to establish a Bazar in so out-of-the-way a place, where the market would only be temporary and one will naturally arise with the necessity, and I will take care that due notice shall be given to those likely to assist in the matter.

LIST of Articles imported from Sikkim.

NAMES OF ARTICLES.	1860.		1861.		1862.		1863.		TOTAL.	
	Quantity of Articles.	Price.	Quantity of Articles.	Price.	Quantity of Articles.	Price.	Quantity of Articles.	Price.	Quantity of Articles.	Price.
		Rs.		Rs.		Rs.		Rs.		Rs.
Ponies ...	20	1,300	25	1,600	30	1,900	40	2,600	115	7,400
Blankets ...	300	450	400	600	450	675	500	750	1,650	2,475
Salt (mds.) ...	200	1,600	300	2,400	400	3,200	500	4,000	1,400	11,200
Musk ...	25	175	30	210	35	245	40	280	130	910
Wax ...	40	800	45	900	50	1,000	55	1,100	190	3,800
Ghee ...	9	180	10	200	12	240	15	300	46	920
Cows & Bulls ...	12	300	15	375	20	500	30	700	77	1,875
Sheep ...	50	200	55	220	60	240	70	280	235	940
Goat ...	40	120	50	150	60	180	70	210	220	660
Oranges ...	20	60	25	75	30	90	40	120	115	345
Millet ...	400	600	500	750	600	900	700	1,050	2,200	3,300
Rice ...	80	160	85	170	90	180	100	200	355	710
Copper ...	...	...	...	...	500	17,500	500	17,500	1,000	3,500
Lime ...	2,000	4,000	2,000	4,000	4,000	8,000	2,000	4,000	10,000	20,000
Total ...	...	9,945	...	11,650	...	34,850	...	33,090	...	89,535
Amount of Goods exported to Sikkim ...	...	4,000	...	4,550	...	5,150	...	5,750	...	19,450
Net exportation in money ...	...	5,945	...	7,100	...	29,700	...	27,340	...	70,085

LIST of Articles exported to Sikkim.

NAMES OF ARTICLES.	1860.	1861.	1862.	1863.	TOTAL.
Broadcloth ...	700	800	900	1,000	3,400
Cloth ...	700	800	900	1,000	3,400
Jean Cloth, &c. ...	1,500	1,600	1,800	2,000	6,900
Pots of Brass and white Brass ..	100	150	200	250	700
Tobacco ...	700	800	900	1,000	3,400
Coral ...	300	400	450	500	1,650
Total ...	4,000	4,550	5,150	5,750	19,450

LIST of the Articles imported from Lassa or Thibet.

NAMES OF ARTICLES.	1860.		1861.		1862.		1863.		TOTAL.	
	Quantity of Articles.	Price.	Quantity of Articles.	Price.	Quantity of Articles.	Price.	Quantity of Articles.	Price.	Quantity of Articles.	Price.
		Rs.		Rs.		Rs.		Rs.		Rs.
Horses ...	100	6,000	150	9,000	190	11,400	200	12,000	640	38,400
Blankets ...	200	800	400	1,600	1,000	4,000	1,600	6,400	3,200	12,800
Tea (mds.) ...	10	550	12	660	13	715	17	935	52	2,860
Mule ...	2	200	3	300	3	300	3	300	11	1,100
Turquoise Stone	50	100	100	200	100	200	250	500	500	1,000
Oxtail ...	10	650	12	780	13	845	14	910	49	3,185
Wool (mds.) ...	3	60	4	80	6	120	7	140	20	400
Musk ...	50	400	75	600	100	800	175	1,400	400	3,200
Bells ...	10	50	20	100	25	125	25	125	80	400
Cymbal ...	5	50	8	80	8	80	9	90	30	300
Shoe ...	12	72	15	90	16	96	17	102	60	360
Total ...	...	8,932	...	13,490	...	18,681	...	22,902	...	64,005
Exported from Darjeeling to Lassa ...	...	8,300	...	10,025	...	11,725	...	13,650	...	43,700
Net exportation in money ...		632	...	3,465	...	6,956	...	9,252	...	20,305

LIST of Articles imported to Lassa.

NAMES OF ARTICLES.	1860.	1861.	1862.	1863.	TOTAL.
Tobacco ...	500	900	1,000	1,600	4,000
Various kinds of Cloths ...	1,000	1,000	1,500	1,500	5,000
Indigo ...	6,000	7,000	8,000	9,000	30,000
Kuth, Catechue ...	500	700	800	1,000	3,000
Black Thread ...	50	100	100	150	400
Cups, English-ware ...	50	100	100	150	400
Saltpetre ...	50	75	75	100	200
Penknives, Glass, and Pots ...	50	50	50	50	200
Umbrella ...	50	50	50	50	200
Bar Iron ...	50	50	50	50	200
Total ...	8,300	10,025	11,725	13,650	43,600

LIST of Articles imported from Bootan or Dhurma.

NAMES OF ARTICLES.	1860.		1861.		1862.		1863.		Total.	
	Quantity of Articles.	Price.	Quantity of Articles.	Price.	Quantity of Articles.	Price.	Quantity of Articles.	Price.	Quantity of Articles.	Price.
		Rs.		Rs.		Rs.		Rs.		Rs.
Cows and Bulls...	10	150	10	150	10	150	10	150	40	600
Horses ...	3	120	4	160	4	160	4	160	15	600
Knives ...	5	40	5	40	5	40	10	80	25	200
Wax (mds.) ...	3	60	4	80	4	80	4	80	15	300
Total ...	...	370	...	430	...	430	...	470	...	1,700
Exported from Darjeeling ...	...	1,050	...	1,050	...	1,050	...	1,050	...	4,200
Received from Bootan ...	...	680	...	620	...	520	...	580	...	2,500

LIST of Articles imported to Bootan.

NAMES OF ARTICLES.	1860.	1861.	1862.	1863.	TOTAL.
Broadcloth, &c. ...	1,000	1,000	1,000	1,000	4,000
Coral ...	50	50	50	50	200
Total ...	1,050	1,050	1,050	1,050	4,200

LIST of Articles exported to Nepal.

NAMES OF ARTICLES.	1860.	1861.	1862.	1863.	TOTAL.
Various kinds of Chintz ...	1,000	1,000	1,000	1,000	4,000

It is almost a matter of certainty that the whole of that Tract would supply itself from this place instead of consuming tea brought by a long and expensive inland carriage from China. But it is not to be expected that the people of Sikkim and Thibet will suddenly change their habits, and if Darjeeling is ever to supply Thibet, Sikkim, and Bootan with tea, the Planters must consult the tastes of the people of those countries and prepare brick tea for them. This can probably be done with advantage to the producers, and without in any way interfering with the preparation of the finer teas for the European market, for the brick tea is made of the coarse thick leaves which are not plucked for the ordinary manufacture and are now useless.

6. His Honor is aware of the great importance of having the road through Sikkim to the Thibet Frontier taken in hand at once. A road along the Teesta Valley and then *via* Rhinckh to the Nethai Pass would near the Frontier join an excellent road through the great mart of Jigartchi to Lhasa, and the whole distance would probably not occupy traders more than six weeks, though ordinarily the trade would be rather with Jigartchi and Phari than with Lhasa itself. The subject is of great importance at the present time, as in consequence of the disturbed state of the country communication between Jigartchi and Lhasa is understood to be attended with some difficulty, and between Lhasa and China it is almost entirely broken off, and the Department Public Works will be requested to arrange for the survey of the road in the ensuing cold season.

Introduction of Dry Earth Conservancy into the Jails of the Lower Provinces.

From F. J. MOUNT, Esq., M. D., Inspector-General of Jails, Lower Provinces, to the Secretary to the Government of Bengal,—(No. 257, dated Darjeeling, the 22nd April 1864.)

WITH reference to your letter No. 2436, dated 15th instant, I have the honor to state that the paper contained in the enclosure was submitted to the Prison Discipline Committee by me when it appeared, during the discussion that ensued upon it, that a plan similar to it had been in use in the Punjab Jails for some years past with entire success. I myself saw it in use in a large Military Camp in France in which the ordure of a body of 45,000 Soldiers, with that of the Camp followers, and of a large number of Artillery and Cavalry horses, was rendered innocuous in a similar manner.

2. Eight months since I circulated a copy of the paper in the Journal of the Society of Art among the Medical Officers in charge of the Prisoners of the Prisons under my command, requesting them to subject the plan to a trial in order that I might judge of the result my then approaching tour of inspection. During that tour I directed its introduction into every Jail visited by me, and explained the manner of its use personally to the Officers concerned. Where properly carried out the plan has everywhere succeeded.

3. As soon as the experiments at Alipore and the Great Jail and House of Correction succeeded perfectly, as I knew from previous trial and knowledge that they would do, I requested the Committee to supply me with 100 copies of the Memorandum, and at once sent it round to every Prison in my circle of superintendence, and directed the immediate and thorough adoption of the plan which is now, I hope, in use in every Prison of the Lower Provinces.

4. It involved no additional expenditure needed no new agency or construction of Privies the materials were everywhere available; and the plan had been so successful in every place which it had been tried that I deemed no further trial to be necessary and, therefore, introduced the plan at once. It was, and is, my intention have reported the whole matter to the Government in the Annual Report now under preparation, and I trust that, in the circumstances above mentioned, the Hon'ble the Lieutenant-Governor will be pleased to approve the steps I have already taken for its general introduction. My object in urging its immediate adoption was that the cholera season was at hand, and the dysenteric period would immediately follow it, when the need of deodorizing and rendering all fecal matters innocuous is always of paramount importance.

From J. GREGG, Esq., Under-Secretary to the Government of Bengal, to the Inspector-General of Jails, Lower Provinces,—(No. 185T., dated Darjeeling, the 17th May 1864.)

I AM directed to acknowledge the receipt of your letter No. 257, dated 22nd ultimo, reporting on the use of dry earth as a deodorizing agent in Jails, and in reply to inform you that the Lieutenant-Governor approves of your proceedings having authorized the introduction of the method of conservancy described by you into all the Jails of the Lower Provinces.